Contract No. 98-C-0094

for

Automated Debt Collection Management

Contractor: CACI-IMS
> *1100 North Glebe Road*
> *Arlington, VA 22201*

Issued by: *U.S. Department of Justice*
Justice Management Division
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This contract also incorporates the following by reference:

- The completed Section K - Representations, Certifications and Other Statements of Offerors; and,

- Volume II of the Contractor s technical proposal dated 9 22 97 as modified by its 4 16 98, 5 5 98 and 5 11 98 submissions.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General

(a) The Contractor shall provide, in accordance with the requirements specified herein, all resources necessary to furnish Automated Debt Collection Management (ADCM) to the Department of Justice (DOJ). ADCM shall be provided on a firm fixed price basis for all system requirements, and on an indefinite delivery, indefinite quantity (IDIQ) task order basis for all support services.

(b) The proposed contract is expected to include a 28-month base period and five (5) 1-year option periods as described below:

Base Period	6 1 1998	through	9 30 2000
Option Period I	10 1 2000	through	9 30 2001
Option Period II	10 1 2001	through	9 30 2002
Option Period III	10 1 2002	through	9 30 2003
Option Period IV	10 1 2003	through	9 30 2004
Option Period V	10 1 2004	through	9 30 2005

See Section F.1 for complete contract term and option information.

(c) The performance of all support services work under this contract shall be initiated by the issuance of task orders by the Contracting Officer as discussed in Sections C.5.2 and H.3. Task orders may be issued on a firm fixed-price, labor-hour, or time-and-materials basis, or any combination thereof.

B.2 Minimum and Maximum Quantities Amounts for Support Services

(a) The estimated quantities for the support services requirements (Pricing Tables B-2 and B-3) shown in the cost evaluation model of Solicitation JSJMD-97-R-0025 were developed using a "most probable ordering volume scenario" for each contract period. These quantities represented the Department s best estimate of ADCM activity as it relates to contract support and did not necessarily represent actual, or budgeted funded needs. There is no guarantee that the estimates for each CLIN contract period as contained in the cost evaluation model of Solicitation JSJMD-97-R-0025 will accurately reflect actual quantities ordered in the performance of this contract.

(b) The Department will order a minimum amount of   100,000 in the base period of this contract. [**Note:** See Section C.5.2 for description of how DOJ anticipates issuing orders]. For any

support services acquired under this contract, the specific contract line item numbers (CLINs) and quantities will be identified in the task order(s) issued under this contract. The exercise of the renewal options (see Section F.1.1) does not re-establish the contract minimum. During the life of this contract, the Department may order items in any quantity up to the maximum amount specified in paragraph (c) below.

(c) There are no maximum quantities amounts for each individual support service CLIN or contract period (see Section H.3.3 for task order limitations). The maximum aggregate amount of all task orders issued under this contract shall not exceed __35,000,000__ [**Note:** this amount does <u>not</u> include Table B-1] for the entire term of this contract, including all options which may be exercised. This maximum ordering limitation represents the Department s best estimate of contract support which may be required under the full implementation and planned expansion of the DCM program as described in Section C.1.

B.3 <u>Pricing Tables</u>

(a) All contract unit prices and multipliers (applied to other direct cost items) shall be as shown in Pricing Tables B-1 through B-3 which are contained in Attachment 1. The 28-month base period is divided into 12-month increments for the support services (Tables B-2 and B-3) based on the Government s fiscal year (October through September, e.g., FY 1998 is 10 1 97 through 9 30 98) so that each period is priced accordingly (i.e., to eliminate the need for any type of economic price adjustment provision other than the Service Contract Act). The basic CLIN structure includes a prefix and a 'core' number as shown below:

XX-XXXX

- The two digit prefix conforms with the Table number, i.e., all Table B-1 CLINs use a "01-" prefix, all Table B-2 CLINs use a "02-" prefix and all Table B-3 CLINs use a 03" prefix.

- The four digit 'core' number is used to segregate the various Section C requirements for that Table. The first two digits are constant for each requirement and the last two digits are reserved as the 'unique identifier' for each Contractor furnished item.

(b) The following definitions apply to the pricing tables:

(1) <u>Non-Recurring Charges</u>: Firm fixed lump-sum price (one-time charge) to furnish the prescribed item.

(2) <u>Recurring Charges</u>: Firm fixed monthly price to furnish the prescribed service.

(3) <u>Support Services</u>: Work requirements whose quantity, extent, or duration cannot be fully defined in advance due to unknown variables. All support services will be acquired via task order.

(4)   Regular Schedule: Support services CLINs requiring 30-day delivery (after receipt of task order by the Contractor).

(5)   Normal Schedule: The billable rate for hourly personnel acquired via task order, or the billable hourly rate for salaried personnel acquired via task order.

(6)   Overtime Schedule: The billable rate for hourly personnel acquired via task order for hours worked in excess of a 40 hour workweek (unless otherwise defined by State law). All overtime is subject to the prior approval of the COTR.

(7)   Contractor Site: Work services performed on the Contractor's or subcontractor's site.

(8)   Not Contractor Site: Work services performed at a Government controlled site (e.g., the NCIF).

(9)   Other Direct Costs (ODC): Classes or categories of supplies and services which are not included in the unit price of the System or Support Services CLINs but are required to complete a given task order for support services.

(10)   Multiplier: The factor to be applied against the actual cost of an "other direct cost" item to cover administrative handling expenses.

B.3.1 Table B-1, The ADCM System

(a) Unit prices in this table shall contain all costs associated with the implementation of the system (except training) and continued use of the system by ADCM users as described below:

(1)   The 01-1100 System Implementation (Non-Recurring Charges) CLINs are structured to coincide with the phased system implementation schedule (see Section C.6.8). The unit prices must be on a per user basis. Each CLIN represents the incremental charge for that phase of the implementation. The unit price shall include all costs associated with providing access to the ADCM system as described in Sections C.6 through C.6.7, and fully implementing each phase as described in Section C.6.8.

(2)   CLINs 01-1103 and 01-1104 are optional line items that will allow the Department to acquire access to the ADCM system for additional users beyond the Phase I   II implementations. As described in Section F.1.3, these options, which are on a per user basis, will likely be exercised for groups of additional users.

(3)   The 01-1200 System Maintenance (Recurring charges) CLINs also coincide with the phased system implementation in that they are incremental charges for maintenance of the system for the number of users in that phase. The unit prices must be monthly. The number of months shown in the table is estimated--actual charges will not begin accruing until the day after acceptance by the Department of that phase of the system implementation. A mandatory option is included for maintenance of the Phase III users. The unit price for the 01-1203 and 01-1204 CLINs is the monthly

charge per additional user. The Department will exercise this option whenever the CLIN 01-1103 4 option is exercised.

(4)   The CLIN 01-1300 options give the Department the right to acquire title to the system equipment and to acquire a perpetual use license for the system software (see Section H.1). The price for these options represents the one-time charge to acquire title license under the conditions established in Section F.1.3.

(b) Funds are obligated with this contract as shown below to cover the (non-optional) Pricing Table B-1 ADCM requirements for the base period of the contract (6 1 1998 through 9 30 2000). The amounts obligated for CLINs 01-1201 and 01-1202 are estimated, actual charges will not begin accruing until the day after acceptance by the Department of that phase of the system implementation.

Funding Table			
CLIN	**Description**	**DCN**	**Amount**
01-1101	Phase I Implementation	105	2,438,358.00
01-1102	Phase II Implementation	106	1,305,591.00
01-1201	Phase I Maintenance	107	444,330.48
01-1202	Phase II Maintenance	108	321,860.34
Total Funds Obligated			**4,510,139.82**

B.3.2 Table B-2, Support Services

(a) Unit prices in this table shall contain all costs associated with providing support services on an IDIQ task order basis. The unit prices shall include all expenses, including, but not limited to salaries wages, report documentation preparation, fringe benefits, equipment usage, computer resources (defined as "in-house" computer resources which are utilized by the Contractor at its site in the performance of work comparable to that required under this contract, including personal computers for Contractor staff and all Section C.5.1 requirements), facilities (Contractor Site CLINs), overhead, general and administrative expenses, and profit. The unit prices shall comply with the requirements of the Service Contract Act where applicable (see Attachment 2 for Department of Labor Wage Determination).

(b) Unit prices for all 02-1100 and 02-1200 CLINs (Core and Refresher training) must be all inclusive--that is, no other direct costs (ODC) will be considered allowable (chargeable) for these items. The cost for the user to travel to the Contractor s facility for each 02-1100 or 02-1200 training session will be the responsibility of the Government (airfare, lodging, ground transportation, meals and incidentals). Allowable categories of ODCs for all CLIN 02-1300 through 02-1500 CLINs are listed in Table B-3.

B.3.3 Table B-3, Other Direct Costs

(a) This Table delineates the groups or categories of costs which are considered allowable other direct costs (ODC) for support services. The Department will use this table to authorize and track actual ODC expenditures under task orders. Note that many ODCs which may be required to deliver services under this contract are not separately billable, as described in Section C; for example, per Section C, the Contractor is required to provide its own facility for performing the System Enhancement work, and this facility is not separately billable. Costs for such items should be built into the Table B-2 unit prices.

(b) The fixed multiplier for each CLIN shall include all administrative handling costs associated with the CLIN. The multiplier is to be applied against the actual cost of the item for which reimbursement has been authorized. The elements of cost under each Table B-3 CLIN are only allowable to the extent that they are not included in the fixed unit prices of Table B-1 and or B-2 CLINs and have been authorized by the COTR. The billable amount shall be limited to the actual cost of the item plus the amount resulting from the application of the appropriate multiplier identified in the table (e.g., actual cost of item is   100.00, and multiplier for the CLIN is 1.02, the total billable amount is   102.00).

(c) For subcontracted items services, the multiplier shall only be applied one time. For example, a subcontractor might be required to travel. It is _not_ permissible for the subcontractor to apply a markup to the travel costs in billing the prime contractor, and then for the prime contractor to apply another markup when billing the Government. The multiplier may only be applied once, and must be applied to the original cost of the item.

B.3.3.1 Supplies and Services

(a) Supplies and services procured on behalf of the Government under this contract will generally not be exempt from State and local taxes. The Department will reimburse the Contractor for State and local taxes paid by the Contractor on allowable ODC s.

(b) If in the Government's interest, the Contracting Officer may issue a letter(s) to the Contractor authorizing the Contractor to utilize Government sources of supply (e.g., General Services Administration supply schedules) for supplies and services procured on behalf of the Government under this contract (see FAR Part 51).

B.3.3.2 Travel

(a) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a (not Contractor) site or alternative facility to oversee operations. Personnel temporarily working at a (not Contractor) site or alternative facility will consider such facility his her normal job site.

(b) All (long distance) travel shall be approved in advance by the COTR. Reimbursement for actual (approved) travel costs incurred during the performance of support services shall be in accordance with Part 31 of the Federal Acquisition Regulations. Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the Contractor must submit (to the COTR) a request for advance approval to utilize higher class travel. All travel should be scheduled sufficiently in advance to be able to take advantage of offered discount rates. Individual "travel authorization letters" may be provided to the Contractor (for all Contractor personnel who are required to travel) which may allow Contractor personnel to receive Government rates when on long distance travel.

B.4 Price Adjustments Under the Service Contract Act

(a) The support services portion of this contract (Table B-2) is subject to the Service Contract Act (SCA) of 1965, as amended (see Section I.2, clause 52.222-41). For Support Services CLINs, applicability of the SCA is limited to those "non-exempt" CLINs as delineated in paragraph (b) below. The Government will not be liable to the Contractor for any additional increased sums costs for which the Contractor may become liable to its employees as a result of a failure by the Contractor to properly conform or exempt its employees to the labor classifications stated in the Department of Labor (DOL) Wage Rate Determination contained in Attachment 2. Final determinations as to the proper conformance or exemption of Contractor employees under the SCA will be the responsibility of the DOL.

(b) The following table reflects the classifications proposed by the Contractor in its proposal.

CLIN	Solicitation Item Description	DOL SCA WD Category	DOL SCA Class. Code
02-1100	**Core ADCM System Training**		
02-1101	Supervisory Full-System User -- Phase I	Exempt	N A
02-1102	Supervisory Full-System User -- Phase II	Exempt	N A
02-1103	Supervisory Full-System User -- Phase III	Exempt	N A
02-1104	Limited-System User -- Phase I	Exempt	N A
02-1105	Limited-System User -- Phase II	Exempt	N A
02-1106	Limited-System User -- Phase III	Exempt	N A
02-1200	**Refresher ADCM System Training**		
02-1201	2-Day Refresher Training	Exempt	N A
02-1202	1-Day Refresher Training	Exempt	N A
02-1203	2-Day Refresher Training -- Materials	Exempt	N A
02-1204	1-Day Refresher Training -- Materials	Exempt	N A
02-1300	**Supplemental ADCM System Training**		
02-1301	Training Coordinator	Exempt	N A
02-1302	Training Specialist	Exempt	N A
02-1303	Technical Writer	Technical Writer	29480

CLIN	Solicitation Item Description	DOL SCA WD Category	DOL SCA Class. Code
02-1304	User Trainer	Exempt	N A
02-1400	**ADCM System Enhancements**		
02-1401	Task Manager	Exempt	N A
02-1402	Technical Specialist	Exempt	N A
02-1403	Systems Engineer	Exempt	N A
02-1404	Integration and Test Engineer	Exempt	N A
02-1405	Telecommunications Engineer	Exempt	N A
02-1406	Systems Analyst	Exempt	N A
02-1407	Computer Security Specialist	Exempt	N A
02-1408	Programmer Analyst	Exempt	N A
02-1409	Expert Consultant	Exempt	N A
02-1500	**NCIF Support**		
02-1501	Facility Manager	Exempt	N A
02-1502	Quality Assurance Manager	Exempt	N A
02-1503	System Administrator	Exempt	N A
02-1504	Financial Analyst	Exempt	N A
02-1505 6	Accounting Technician	Accounting Clerk IV	01014
02-1507	Case Processing Supervisor	Exempt	N A
02-1509 10	Case Screening Technician	Library Technician	13050
02-15011 12	Data Entry Technician	Key Entry Operator I	01131
02-1513	Receptionist Clerk	Word Processor II	01612
02-1514 15	Help Desk Specialist	Computer Systems Analyst I	03101
02-1516	Systems Analyst	Exempt	N A
02-1517	Network Administrator Hardware Specialist	Exempt	N A
02-1518	Computer Operator	Computer Operator II	03042
02-1519	Computer Night Operator	Computer Operator III	03043

Definitions:
Exempt: Employees performing in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541are exempt from the SCA. These CLINs will not be subject to price adjustment.

Non-Exempt: Employees other than those employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541are are subject to the SCA. In the above table, the non-exempt CLINs are those showing a DOL SCA WD category description and classification code. These CLINs will be subject to price adjustment as described in paragraphs (c) through (e) below.

        (c) There will be no adjustment to the Table B-1 and Table B-3 CLINs, or the Table B-2 CLINs classified as Exempt or Not Applicable during the life of this contract.

(d) During the Base Period of this contract, the Table B-2 non-exempt CLINs will be subject to adjustment for the FY 1999 and FY 2000 contract Periods. There will be no adjustments during the FY 1998 contract period for any CLINs. All price adjustments shall be limited to, and in accordance with the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)" (see Section I.2, Clause 52.222-43 and Attachment 2). The Department will utilize the compensation data contained in the Contractor's proposal to verify any increase or decrease in the contract fixed unit price(s) which may be claimed by the Contractor as a result of a revised Wage Determination for the FY 1999 and FY 2000 contract periods.

(e) For any option periods which are exercised by the Department, only the Table B-2 non-exempt CLINs will be subject to adjustment. All price adjustments shall be limited to, and in accordance with the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)" (see Section I.2, Clause 52.222-43 and Attachment 2). The Department will utilize the compensation data contained in the Contractor's proposal to verify any increase or decrease in the contract fixed unit price(s) which may be claimed by the Contractor as a result of a revised Wage Determination for any option period which may be exercised by the Department.

SECTION C -- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION AND BACKGROUND

(a) The Department of Justice (DOJ or the Department) Office of Debt Collection Management (DCM) is responsible for tracking and reporting on all civil debts referred to the DOJ for litigation. Debts referred to DOJ are funneled through the DCM Nationwide Central Intake Facility (NCIF, CIF, or the Facility), recorded, and forwarded to the litigating components of the Department for litigation and, ultimately, collection. All of the actual litigation is performed by DOJ attorneys and Private Counsel firms under contract to the Department--all of which is separate from the services to be acquired under this contract.

(b) The primary purpose of this contract is to acquire access to a system [called the Automated Debt Collection Management (ADCM) system throughout this document] that is capable of capturing and manipulating detailed information about all debts referred to the Department for litigation and is also capable of performing litigation support functions. The contract is structured to outsource the system requirements (to the extent possible) while allowing the flexibility of obtaining support services via task order. It should be noted that the ADCM system will be accessed through existing computing and communications equipment.

(c) The Contractor will be responsible for providing a wide array of support to DCM to include implementation of the ADCM system, training system users, ensuring continued access to the system over the life of the contract, developing system enhancements in response to changes in the law or other operational procedures, and processing claims and payments at the NCIF.

C.1.1 Debt Collection in the Federal Government

(a) The policy of the Federal Government is to make every effort to collect debts owed to the United States and its various agencies. Such debts arise under the myriad of Federal programs pursuant to which Federal agencies loan money directly to our citizens, or guarantee or insure loans that citizens make from private financial institutions, or to collect amounts due the United States from fees, leases, services, overpayments, civil penalties, and other similar sources.

(b) Examples of direct, guaranteed, or insured loans are student loans made by the Department of Education, loans to veterans by the Department of Veteran Affairs, farmers by the Department of Agriculture, those who want to start a business by the Small Business Administration, etc. The fact is that almost every Federal agency has some program for lending money or guaranteeing or insuring loans to citizens for an infinite variety of purposes.

(c) When these loans or other types of debts go into default, that is, when the borrowers or debtors do not repay them as they agreed , the agencies themselves try to collect the delinquent debts. If the agencies' collection efforts do not produce results, some agencies will then refer their delinquent debts to collection agencies in the private sector for help in collecting them.   That, too, may fail. When all pre-litigation debt collection methods fail to induce the debtors to pay, the creditor agencies refer the debts to the DOJ, asking that Justice sue the debtors, get judgments

against them, and enforce the judgments pursuant to the Federal Debt Collection Procedures Act (FDCPA) of 1990, 28 USC 3001, *et seq.*[1] In addition, the NCIF processes money judgments for referral in cases already litigated by other DOJ components. See Attachment 4 for a list of referring agencies.

(d) Before 1986, most delinquent debts were referred directly to the USAOs in whose Federal judicial districts the debtors lived, because that was where the debtors were subject to suit.[2] The basic problem with that arrangement was that the debts were coming into the Department through 94 separate "doors,"--the 94 USAOs--making it very difficult for the DOJ to keep accurate and reliable data on the number and dollar value of debts that had been referred to it for litigation.

C.1.2 Central Intake Facility (CIF) Concept

(a) In 1986 the Congress enacted the Federal Debt Recovery Act (FDRA), 31 USC 3718(b). The FDRA authorized the Attorney General to run a pilot project of contracting with lawyers and law firms in the private sector to help the US Attorneys handle the litigation to collect delinquent debts. The pilot project was to be run in up to ten Federal judicial districts and, among other things, the Attorney General was to contract with at least four private law firms in each of those ten districts, a potential total of 40 more intake points.[3]

(b) The Office of Debt Collection Management (DCM), the organization within the DOJ charged with implementing the private counsel pilot project, feared that adding 40 additional "doors,"--four private counsel in each of ten pilot districts--through which debts could be referred to the Department for litigation, would further complicate and compound the problems it already had with debts being referred through the existing 94 "doors,"--the USAOs (see Attachment 3 for list of USAOs). Accordingly, DCM decided to test a new procedure within the private counsel pilot project; instead of allowing its client agencies to refer their debts directly to the USAOs and private

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[1] Under the Debt Collection Improvement Act of 1996, Chapter 10, Section 31001, of the Omnibus Consolidated Rescissions and Appropriations Act of 1996, Public Law 104-134 (April 26, 1996) agencies are now required to transfer all delinquent debt over 180 days old to the Department of Treasury for collection action. Treasury, then, will be responsible for submitting the referrals to DOJ for litigation, when warranted. This change in the law may affect the volume of referrals in the immediate future.

[2] Currently, all criminal debts are delegated to the USAOs for enforcement. Most civil debts of 1,000,000 or less are delegated to the USAOs for litigation, and debts over   1,000,000 must be referred to the Department litigating division that has jurisdiction over the debt. Certain types of civil debts, however, such as tax debts and certain environmental claims have lower dollar thresholds for delegation to the USAOs .

[3] The private counsel pilot project became a permanent program under the Debt Collection Improvement Act of 1996. The legislation provides no limit to the number of judicial districts that may be supported with private counsel, and provides no limit to the number of private counsel contracts that may be awarded in each district. Thus the number of private counsel supported by ADCM will fluctuate throughout the term of the contract.

counsel in the pilot districts, it would require that all debts be referred for litigation through a single "door," a Central Intake Facility.

(c) The idea was that with all of the debts coming in through a single facility, a single "door," so to speak, the DOJ should be able to get an accurate count of their number and dollar value. The CIF would then refer the debts to the USAOs and private counsel in the pilot districts and track electronically the progress of their activities to collect the debts. In addition, the CIF computer, along with its satellite computers in the pilot districts, would automatically produce all of the documents needed to litigate and collect the debts and handle all of the procedures required to account for and deposit payments received on them. The new CIF also enabled the DOJ to move certain administrative tasks from the litigating offices to the Facility staff, allowing the field office personnel to focus on litigating and collecting the debts. The CIF, which is staffed with contractor personnel under the general direction of DCM program managers, became essential for the Department to be able to keep track of debts referred to private counsel and the US Attorneys in the pilot districts and compile the statistics necessary to report to the Congress as the FDRA mandated.

(d) A private contractor was hired to run the CIF and the COLLECTOR system was selected to support the offices participating in the private counsel pilot program. COLLECTOR automated the following functions, many of which the Department had not been able to accomplish in a timely manner before, if at all:

- Process debts sent by Federal agencies for enforced collection, via litigation by pilot district US Attorneys and private counsel.
- Screen debts to ensure the statute of limitations has not expired and the debtor address is within one of the pilot districts.
- Target defective cases for return to referring Federal agencies.
- Generate documents to acknowledge receipt or explain return of applicable cases to the referring agencies.
- Act as a central data bank of referred debts so that the DOJ knows how many debts it has received from each agency and the value of such debts.
- Electronically transfer essential data on each debt to the pilot district US Attorneys and the private counsel with whom Justice has contracts.
- Process all payments collected by pilot district US Attorneys and private counsel and flag each payment for appropriate disbursement to various accounts.
- Automatically generate debtor statements for those accounts on which payment arrangements have been made.
- Automatically produce pleadings, letters, and other litigation documents required by the pilot district US Attorneys and contract private counsel.
- Create automated reports to inform client agencies of the dollars collected on their cases and the status of the litigation to collect the referred debts.
- Compute monthly the amount of fees earned by private counsel in the pilot districts on the basis of the amounts they collect, and generate invoicing documents to DOJ to support those payments.
- Automatically compute the data Justice needs to reconcile accounts with client agencies, create the proper audit trails required, and prepare a variety of reports and statistics.

(e) COLLECTOR automated all of the debt collection functions at the Facility itself and in the USAOs and offices of the private counsel participating in the pilot project.[4] A computer was installed at each USAO, with modems and local phone lines for private counsel offices in each district to access the local USAO system. Within the seven judicial districts, the COLLECTOR System exchanges data electronically between the Facility s computer and the computers in the USAOs on a daily basis, by up-loading data from the USAO sites each evening, merging the USAOs data with that entered by the Facility staff during the same day, and down-loading a refreshed database to the USAOs before the next work day.

(f) The Facility also has its own local area network (LAN) providing standard office automation capabilities to the Contractor staff and DCM program management officials located at the CIF to oversee Contractor performance. The LAN platform is a Novell server, Windows 95 operating system and the Corel Office software.

(g) The Facility has a computer room that currently houses three computer systems: COLLECTOR, the NCIF System, and the Facility LAN office automation network. The COLLECTOR and NCIF Systems are described further on in this section, the LAN in Section C.7.3.3.3, and the Facility computer room in Attachment 7.

C.1.3 Facility Volume Estimates

(a) For informational purposes, the volume of debts processed on the NCIF and COLLECTOR Systems is described below:

(1)   In Fiscal 1996 the NCIF received and processed approximately 18,500 referrals for the USAOs. Of those referrals, approximately 5,000 were assigned to one of the seven judicial districts tracked on the COLLECTOR System. During Fiscal 1996, in addition to performing new claims entry of the 5,000 referrals on the COLLECTOR System, the NCIF support services contractor posted approximately 33,000 financial transactions, over 31,000 of which represented payments to debtor accounts, the remainder adjustments to accounts.

(2)   For the first half of Fiscal 1997, the NCIF processed 12,232 referrals, of which 5,046 were tracked on the COLLECTOR System. This change was largely due to significant increases in Department of Education referrals.

(b) For informational purposes, the potential volume of debts to be processed by the automated system acquired under this contract may be similar to the following fiscal year 1996 Department-wide (USAOs and Litigating Divisions) data (October 1, 1995 through September 30, 1996):

(1)   A total of 24,290 new civil debts were referred from Federal agencies with a dollar value of   2,427,335,947.

(2)   A total of 65,517 new criminal debts were received with a dollar value of   1,262,497,116. **5**

(3)   Combined new debt activity was   3,689,833,063 from 89,807 new debts.

(4)   A total of 248,991 open cases represented a total debt of   12,690,087,147.

(5)   Cash collected and recoveries achieved through litigation and other available procedures and remedies totaled   2,281,291,174 for both Federal civil and criminal debts.

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[4] The COLLECTOR System currently supports seven of the largest judicial districts, which includes the offices of seven US Attorneys and associated private counsel firms.

[5] The ADCM system may or may not need to handle this volume.

(c) Past performance by the agencies in referring debts to DOJ for litigation does not ensure the same, more, or fewer debts will be referred during like periods in the future. Because the Department has little or no control over the number and dollar value of debts that will be referred for litigation in the future, the data set forth above is presented solely to give an idea of the volume of work that may be required for this contract, and is presented for illustrative purposes only.

C.1.4 <u>Expansion of the CIF</u>

(a) The CIF concept proved so successful that on October 1, 1990, it was expanded beyond the pilot districts and began receiving all civil debts referred for litigation by the agencies to all 94 USAOs. On October 1, 1991, another expansion included the receipt of debts in bankruptcy where the referring agencies wanted the USAOs to file Proofs of Claim or take other actions, such as lift the automatic bankruptcy stays.

(b) To support the CIF expansion, a system called the "NCIF System was created to collect data on the debts referred for litigation in all of the 94 judicial districts. Unlike the COLLECTOR System which tracks debts through the litigation and collection process and communicates electronically with the districts it supports, the NCIF captures only skeletal data at opening and closing, and has no computerized communications with the judicial districts it supports. Facility Contractor staff enter into the NCIF System initial data on all debts referred to the Facility and then route appropriate debts to the COLLECTOR System for the seven judicial districts supported by that fully-automated system. Debts destined for the remaining 87 judicial districts are mailed out to the appropriate USAOs. USAOs then mail forms back to the Facility when the referrals are entered into their local case tracking system (providing cross-reference numbers) and when the debts are collected or closed (providing closing dates and reasons). The NCIF System provides a complete USAO database for inventorying and reporting.

(c) Once the new ADCM system is fully implemented, the Department anticipates significant further expansion of Facility services on a nationwide scale, possibly in a short time frame. Any of the expansion areas could require significant additional support under this contract. Therefore, the Contractor must have an appropriate depth of ready resources to support that anticipated growth. Some of the events that are expected to bring about facility growth, varying on the scale from fairly simple to very large and complex, are as follows:

(1)   **Expansion in routine reports** - as the new system is implemented, Facility responsibility for reporting will increase dramatically, to include a large volume and wide variety of routine reports and statistics as well as additional ad hoc reports to support immediate responses to requests such as Congressional inquiries.

(2)   **Changes in legislation** - new legislation may be passed which impacts tracking, document generation and reporting processes and requires prompt action to implement widely varying system and procedural changes.

(3)   **Agency access support** - the DOJ may allow federal agencies access to the database for inquiries and reports on a pre-defined group of cases.

(4)   **Criminal debts** - the DOJ may be required to provide litigation support for criminal debts, increasing the system inventory dramatically, and likely requiring access by additional user groups.[6]

(5)   **Credit Bureau reporting** - the DOJ may elect to interface with a credit bureau

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[6] The Director of the Administrative Office of the United States Courts (AOUSC) is responsible for criminal debt data management other than litigation support.

company to obtain credit reports for each claim and forward them with the referral to a USAO or private counsel.

(6) **Auto-dial centralized collection unit** - under the new system, once the Phase II Implementation is complete, the DOJ may elect to enhance the Facility with a centralized collection unit to provide support for such activities as following up on delinquent payments.

(7) **Other payment methods** - the DOJ may elect to facilitate payment of debts by credit card, debit card, pre-authorized debits of debtor bank accounts, or other electronic methods of payment at the Facility.

(8) **Centralization of additional administrative functions** - once the new system is implemented, there will be additional administrative functions that may be "moved" from the USAOs and private counsel offices to Facility operations.

(9) **Change in interaction with the DOJ, Debt Accounting Operations Group (DAOG)** - as the DAOG investigates options for new methods of automation, it is likely that the Facility s required interaction with the DAOG within DCM will change.

(10) **Electronic receipt of new claims; receipt posting of payment transactions; and receipt transmission of reports and statistics** - the DOJ intends to move toward more electronic commerce with other organizations and systems to enhance the Facility's new operation.

(11) **Interaction with Department of Treasury s new system(s) currently being implemented to support the Debt Collection Improvement Act of 1996** - as Treasury's new system(s) are put in place, the Facility's processes, procedures and interface with Treasury and their system(s) will expand.

(12) **Expansion of DOJ's use of private counsel** - under the permanent private counsel legislation, there is no limit on the number of firms with whom the DOJ may contract. As contracts are awarded and others terminated, the Facility staff will be required to support added offices, and take off-line offices which are terminated.

(d) As a result of the anticipated Facility expansion, ready support services personnel resources from the Contractor in a variety of labor categories will be critical. The Contractor will at times be required to provide additional personnel to ensure continuity of services. In some instances, the Contractor will be required to, on short notice, obtain and put in place resources ranging from a single highly-skilled technical expert to a large group of temporary system trainers.

C.1.5 Current DOJ Debt Collection Related Systems

(a) The ADCM system will impact the following legacy systems which are currently maintained by DCM:

(1) **COLLECTOR**: IBM System 36 and RPG III-based debt collection system which operates in the NCIF for the seven pilot judicial districts.   This system is to be replaced once the ADCM system has been implemented in those districts (at the end of Phase I, see Section C.6.8.1).

(2)   **NCIF System** : PC and Oracle-based, debt collection point-of-capture system which contains a minimum of information about every debt referred to the NCIF This system is to be replaced once the ADCM system has been implemented in all 94 judicial districts (at the end of Phase II, see Section C.6.8.2).

(b) The ADCM system will impact the following systems which are maintained by the Executive Office for United States Attorneys (EOUSA), the headquarters office for the 94 USAOs:

(1) **Tracking Assistance for the Legal Office Network (TALON)**: PC-based, interim debt collection tracking system currently operating in 94 USAOs for civil and criminal debt tracking (only 87 USAOs for **civil** debt tracking.) The ADCM will initially replace the civil debt collection tracking portion of TALON.

(2) **Legal Information Office Network System (LIONS):** The primary USAO case management tracking system for all civil and criminal cases. Once the ADCM is fully implemented (i.e., after Phase II), there will be an automated data exchange between ADCM and LIONS. At this time, the frequency of data exchange is not defined.

NOTE: The Virtual Reading Room CD-ROM provided with Solicitation JSJMD-97-R-0025 contains data structure information for the above four systems for purposes of conversion-related and potential system interface data analysis. Attachment 3 shows which legacy system is being used by each USAO.

C.1.6 Current and Potential System Users

(a) The typical user of the systems described in Section C.1.5 above, and also the ADCM system, is a Legal Technician located in a USAO who actively works their day-to-day caseload of debts. However, users range from contractor personnel running the NCIF to private counsel firms operating under contract to DOJ. With the full implementation of the ADCM system, users may include paralegals and or attorneys from the DOJ litigating divisions and or other Federal agencies referring debts to DOJ. (Section C.6.6.1 contains complete user profile information.)

(b) Geographically, system users are, and will continue to be, widely dispersed within, and outside the continental US. In addition to all 50 States, users are located in the Virgin Islands, Guam, and Puerto Rico.

(c) For reasons of economy, efficiency, and security, all ADCM users will access the ADCM system through existing computing and communications equipment. As one might expect with such a wide variety of users, there are many different office automation and communications systems in

existence. Even within the USAOs, there are two office automation systems (EAGLE and Phoenix) and a planned migration to a third system (JCON). Because of this dynamic, and for security reasons, existing computing resources cannot be used to process or store data (except downloading documents and generating reports), i.e., existing computing resources may only be used as the communications conduit to access the ADCM host computer (see Section C.6(g)).

C.2 <u>CONTRACT OBJECTIVE</u>

In general, the Department requires that the NCIF have, as its centerpiece, a computer system with a database containing information about debts owed to the US that have been referred to the Department for litigation, with the capability to provide controlled access to all 94 USAOs, the six DOJ litigating divisions, private counsel firms under contract with DOJ to litigate Federal debts, headquarters offices of DCM and EOUSA, and the various DOJ client agencies. In addition, with the possible advent of processing Federal criminal debts under this system, the ability to provide controlled access may be broadened to include the Federal Bureau Of Prisons (BOP), the Administrative Office of the US Courts (AOUSC), as well as Probation Officers and clerks of those courts. The Department also requires the corollary nonpersonal support services that enable the Department to train all system users, operate the NCIF, and implement enhancements to the system in response to changes in the law and other operational procedures.

C.3 <u>SCOPE OF CONTRACT</u>

This contract will be used by the DOJ Office of Debt Collection Management to obtain access to an automated debt collection litigation support system as described herein on a firm fixed-price basis. This contract will also be utilized by the Department to obtain the following nonpersonal support services on an indefinite delivery, indefinite quantity task order basis: training, system enhancements, and other nonpersonal services as necessary to support the operations of the NCIF on a local and or nationwide basis. System access and support services may be required anywhere in the United States and its territories.

C.4 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>

(a) All documents mentioned herein, those incorporated by reference below, are available on the Internet or, are included in the Virtual Reading Room on the available CD-ROM. The Contractor shall perform the tasks specified in this contract while operating within the constraints of all relevant statutes, regulations, and standards. In particular, the following statutes, regulations, standards, and documents, are incorporated by reference into this contract.

> **(1)   U.S. Code**
> **[http: law.house.gov uscsrch.htm]**
>
> Americans with Disabilities Act (ADA) of 1990
>   Chief Financial Officer s Act of 1990, 31 USC, Section 901
> Counties in Judicial Districts, 28 USC, Sections 81-131

Criminal Fine Enforcement Act, 18 USC 3565 (1984)
Criminal Fine Improvement Act, 18 USC 3611-3615 (1984), as amended by the
     Mandatory Victim Restitution Act, 18 USC 3611-3615, 3663-3664 (1996)
          Debt Collection Improvement Act of 1996
Fair Debt Collection Practices Act, 15 USC 1692, *et seq*
     Fair Debt Recovery Act, PL 99-578, 31 USC 3718 (b)
     Federal Managers Financial Integrity Act of 1982, PL 97-255
Federal Debt Collection Procedures Act of 1990, 28 USC 3001, *et seq*
Federal Rules of Civil Procedure, Title 28
Federal Rules of Criminal Procedure, Title 18
     Privacy Act of 1974, as amended, 5 USC 552a
     Prompt Payment Act of 1982, 31 USC, Section 3901, as amended
Victim Witness Protection Act, 18 USC 3663-3664 (1984), as amended by the
     Mandatory Victim Restitution Act, 18 USC 3611-3615, 3663-3664 (1996)

   [http: www.usdoj.gov crt ada statute.html]

(2)   Code of Federal Regulations (CFR)
         [http: law.house.gov cfr.htm] or [http: www.law.cornell.edu regs.html]

Federal Claims Collection Standards, 4 CFR, Parts 101-105

(3)   U.S. Treasury
         [http: www.fms.treas.gov tfm tfmintro.html]

         Treasury Financial Manual (TFM)

(4)   Office of Management and Budget (OMB) Circulars
         [http: www.whitehouse.gov WH EOP OMB html circular.html]

A-123, Internal Control Systems
A-125, Prompt Payment
A-129, Credit Management

(5)   U.S. General Services Administration (GSA)
         [http: www.gsa.gov far FAC FACs.html]
         [http: www.policyworks.gov org main mt homepage mtt perdiem travel.html]

Federal Acquisition Regulations (FAR)
Federal Travel Regulations, Per Diem Rates

(6)   Executive Orders (Federal Register web site)
         [http: www.access.gpo.gov su docs aces aces140.html]

12988 Civil Justice Reform [search under 96 Federal Register, Presidential
Documents, Civil Justice Reform AND 12988, OR ALL]

(b) The following documentation is only available on the CD-ROM that was provided to the Contractor with Solicitation JSJMD-97-R-0025.

(1A) Logical Process Model, i.e., data flow diagram (DFD), that graphically portrays the inputs, processes, and outputs involved in the work of debt collection in the Federal Government

(1B) Logical Data Model, i.e., entity relationship diagram (ERD), that graphically portrays entities of system data for debt collection

(2) Report describing processes in the DFD

(3) Report identifying flows of information into, between, and out from DFD processes

(4) Report defining relationships between ERD data entities, i.e., business rules

(5) Attributes of those ERD entities in English-language form.

[Items 1A through 5 were produced using computer-aided system engineering (CASE) tools, ERwin   and BPwin , both from LogicWorks, Inc.]

(6) NCIF Information System Database Applications Manual (includes database structure and definitions for the NCIF and COLLECTOR Systems.

(7) NCIF Financial Operations Manual

(8) NCIF Case Processing Manual

(9) DOJ Order 2620.7, *Control and Protection of Limited Official Use Information*

(10) DOJ Order 2640.2C, *Telecommunications and Automated Information System Security*

(11) DOJ Order 2620.5A, *Safeguarding Tax Returns and Tax Return Information*

(12) IRS Publication 1075, Rev. 2-96, *Tax Information Security Guidelines*, Section V, Computer System Security and Section VI, Physical Security Requirements

(13) Representative Fictitious Sample CCLR and CIS

(14) NCIF Hardware Summary

(15) TALON Database Structure and Definitions

(16) LIONS Database Structure and Definitions

(17) EOUSA Central System Reporting Requirements.

C.5 CONTRACT MANAGEMENT AND ADMINISTRATION

C.5.1 General

(a) The Contractor shall provide all management, administration, staffing, planning, scheduling, procuring, etc., for all items or services required by the contract and or task order. This shall include, but is not limited to:

(1) All activities associated with recruiting and hiring staff, such as advertising, screening applicants, interviewing, reference checking, etc.

(2) Screening and processing prospective contract staff to ensure all Contractor employees used under this contract meet personnel hiring and security clearance requirements (See Section H.4).

(3) All activities associated with management of the Contractor's facilities that may be utilized, including obtaining space, equipment, furniture, supplies, maintenance, etc.

(4) All activities associated with management of the NCIF, including obtaining space, maintenance, etc.

(5) Ensuring facilities used for the Contractor's performance of this contract meet all physical security requirements of the contract (see Section H.4).

(6) Planning, scheduling and procuring airfare, lodging accommodations, and ground transportation for all approved travel by Contractor personnel. Ensuring that invoiced travel costs are itemized in accordance with the Government travel guidelines in effect at the time of travel (See Section B.3.3.2).

(7) Planning for and making all necessary arrangements to ensure that Contractor personnel performing field work have all necessary supplies and equipment by the time they arrive at the site.

(8) Procuring items services on behalf of the Government.   Ensuring that open market procurements are properly documented to prove price competition was obtained, or justification for not obtaining competition; if use of GSA schedules is authorized, the Contractor shall follow the requirements of FAR Subpart 8.4 before placing the order.

(9) Assembling billing data and billing back-up materials, including all time and materials needed for preparing any responses to Government billing rejection letters. Generating, distributing, and tracking invoices, including generating reports and responding to inquiries regarding invoice status, tracking which deliverables and or units have been invoiced and which have not, etc.

(10)   Tracking and reporting on Government furnished materials, such as Government furnished equipment and furniture in the NCIF. The Contractor is responsible for adequate care and safekeeping of all Government furnished materials, including inventorying, tracking and reporting, etc. The Contractor shall reimburse the Government for any Government furnished materials lost or stolen while in the Contractor's safekeeping.

(11)   All activities associated with managing subcontractors, such as identifying and qualifying them, negotiating subcontracts, obtaining Government approval for their use, reviewing invoices, ensuring compliance with the security and other requirements of this Contract, etc.

(b) The above items are not separately billable.

C.5.2 Task Orders for Support Services

(a) All support services will be initiated through issuance of a Task Order for services required (also see Section H.3). The Department anticipates that orders will be issued as follows:

(1)   **Core ADCM System Training**: Orders will be issued so that training may be accomplished as required by the implementation schedule for Phases I and II of the ADCM System. Beyond the Phases I and II implementation, core training will only be ordered in conjunction with the Phase III implementation option and or where a sufficient number of new Government or Private Counsel personnel require training.

(2)   **Refresher ADCM System Training:** Orders will be issued on an as needed basis throughout the term of the contract.

(3)   **Supplemental ADCM System Training:** Orders will be issued on an as needed basis throughout the term of the contract.

(4)   **ADCM System Enhancements:** Orders will be issued on an as needed basis throughout the term of the contract.

(5)   **NCIF Support:** An order will typically be issued each fiscal year to cover all anticipated operational requirements for the facility during that one-year period. While the Task Order will estimate the CLIN quantities that will be required to operate the NCIF, in actual implementation, some rearrangement of the quantities at the direction of the COTR may be necessary; for example, more Systems Analyst hours may be required than initially estimated, but fewer Financial Analyst hours.

(b) Orders for supplemental training and system enhancements will be initiated by a "task proposal request" to be issued by the COTR as follows:

(1)   The task proposal request will generally include the following (as appropriate):

- A description of the work to be performed.
- Identification of any work tasks which may be on a time-and-materials or labor-hour basis.
- The desired period of performance or required completion date.
- Required deliverables.
- The date and time by which the Contractor's response is due.

> **NOTE**: The task proposal request does not commit the Department to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. Nor does it commit the Government to issue a task order for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this contract.

(2) The Contractor shall provide a written response to the task proposal request within ten (10) calendar days, with one copy to the COTR and one copy to the Contracting Officer, unless otherwise specified in the task proposal request. The Contractor's written response shall consist of the following:

- A brief description of the Contractor's approach to performing the work required including the functions to be performed by each individual assigned to the order. Identify which individual will serve as the Training Coordinator Task Manager for the order.
- A detailed work schedule identifying all significant milestones and deliverables.
- A price proposal for the performance of the required work on a firm fixed price, time-and-materials, or labor-hour basis. The price shall be calculated using the appropriate CLIN unit prices and multipliers as specified in Section B; identify each category of labor required to perform the work, and the corresponding number of hours for each category; itemize all ODCs which may be necessary to perform the work.
- Identification of any individuals, including support staff, who may require a DOJ security clearance.

(3) The COTR or Contracting Officer may discuss any aspect of the proposal with the Contractor prior to determining whether to proceed with the work identified in the task proposal request. If approved by the COTR and Contracting Officer, a task order will be issued by the Contracting Officer to specify the work to be performed by the Contractor.

C.5.3 <u>NCIF</u>

(a) The Contractor will, at all times, provide to the Department a facility that meets all the requirements listed in this section to house the NCIF for the duration of the contract. After contract award but prior to the effective date of contract performance, the Contractor must assume the lease with VR Ltd. Partnership to lease this facility for the balance of the lease period (through 10 14 98).

(b) The costs for the lease and maintenance of this facility will appear as a separate item (CLIN 03-1301) on the Contractor's monthly invoice. Whenever the Contractor should fail to provide the NCIF or a substitute facility during disaster recovery, the Contractor will be liable for specified liquidated damages (See Section F).

(c) At all times, the Contractor must ensure that the NCIF contains, exclusive of the additional space needed for rest rooms and utility closets, space adequate to house all NCIF equipment, Contractor staff and DOJ personnel located at the NCIF.

(d) The Contractor must at all times maintain the NCIF at a temperature between 65 degrees Fahrenheit and 75 degrees Fahrenheit. The Contractor will at all times maintain the NCIF at a relative humidity of 35 to 40 percent.

(e) The Contractor will provide for the operation and maintenance of the NCIF. The Contractor will furnish the electricity, heating, cooling, humidity control, water, trash collection, cleaning, and repairs for the facility. The Contractor will include these costs as part of its monthly invoice to the Department for the cost of leasing the NCIF.

(f) The Contractor will provide all telephone service for the NCIF. The Contractor will transition current telephone lines and services from the incumbent contractor and install additional telephone lines and phone sets to ensure adequate coverage of the business functions of the NCIF. Should the COTR determine that service is inadequate, that users have difficulty reaching the NCIF immediately, the Contractor will install additional telephone lines. The Contractor will list the cost of the telephone service as a separate item on the monthly invoice.

(g) The Department will provide the 1-800" FTS-2000 voice lines for the help desk (see Section C.7.3).

(h) The Contractor must protect NCIF records stored at the facility from access by unauthorized individuals. The Contractor must establish security devices and procedures to preclude unauthorized persons from gaining access to the NCIF during business hours. During non-business hours, the NCIF must be locked securely and must have an alarm or other security device that notifies the police when unauthorized entry is attempted. The Contractor will provide to the COTR all keys and access codes necessary to enter the facility without assistance at any time. The Contractor will list the cost of the NCIF security system as a separate item on the monthly invoice.

(i) Should it ever be necessary to relocate the NCIF, the Contractor will select, subject to the Contracting Officer s written approval, a new facility that will be located in the Washington, D.C., metropolitan area no farther than a 45-minute drive by automobile from the Main Justice building in downtown Washington, DC, and no farther than 0.5 miles, walking distance, from a METRO subway station.

(j) The Contractor may not relocate the NCIF to another location during the life of the contract without the prior written permission of the Contracting Officer. Should the Contractor request relocation and the Department grant permission to do so, the Contractor would bear the

cost of any lease penalties, any overlapping facility lease fees, and any additional lease fees for the new facility resulting from the move. The Contractor would pay the entire cost of physically relocating equipment, staff, records, and operations to the new facility. The Contractor would also bear the entire cost of relocating DOJ-provided data lines to the new facility. The Contractor would remain liable, at all times, for providing all the services required in the contract during any change to a new facility.

(k) Should the Department require the Contractor to move the NCIF to a new facility, the Department will bear the cost of the relocation, including any lease termination penalties, overlapping facility lease fees, and any additional lease fees for the new facility resulting from the move. The Contractor would, nonetheless, remain liable, at all times, for providing all the services required in the contract during any change to a new facility.

(l) Additionally, the Department may, when circumstances dictate, require the Contractor to acquire additional space contiguous to the NCIF or a second NCIF in the Washington, DC, metropolitan area to supplement the space in the NCIF. The Department would provide the requirements at the time and would negotiate the cost of the supplemental space and building modifications with the Contractor. Under these circumstances, the Department would bear the costs of moving files and equipment to the supplemental space. The Contractor would, nonetheless, remain liable, at all times, for providing all the services required in the contract during any movement to supplemental space.

(m) If relocation to a new NCIF or supplemental space is necessary, the Contractor will complete the transition in no more than three (3) months after the Contracting Officer approves the move.

(n) At the conclusion of the Contractor's performance of contract duties, the Contractor will transfer the lease of the NCIF to the Department or the next vendor who assumes performance of the NCIF support work. The final lease and the contingency leases that offerors sign, must include the following clause:

"Notwithstanding anything contained in this assignment to the contrary, Landlord hereby covenants and agrees to consent to this Lease being assigned, or the Demised Premises being sublet to: (i) the United States Department of Justice (the "Department") where the Department may further assign the lease or sublet the Demised Premises with prior written consent of the Landlord and Tenant and (ii) any corporation into or with which Tenant may be merged or consolidated provided that the net worth of the resulting entity from such merger or consolidation is equal to or greater than the net worth of Tenant determined on the date which is immediately prior to such merger or consolidation, or (iii) any parent, subsidiary, or affiliated corporation."

C.5.4 Contractor Facilities

(a) Should the Contractor choose to locate the physical ADCM system at its own (or a subcontractor s) fully furnished and equipped facility, costs for such facility are not separately billable and must be included in the Pricing Table B-1 unit prices.

(b) Any Contractor and or subcontractor facility(ies) that may be used to access, store, or process ADCM System data must be equipped with appropriate security systems and protocols as described in Section H.4.2. All costs to implement and maintain such security measures are not separately billable and must be included in the appropriate Pricing Table B-1 or B-2 unit prices

(c) Task orders for system enhancements and training are expected to be performed at a Contractor provided (fully furnished and equipped) facility(ies). Costs for such a Contractor facility are not separately billable and should be included in the Pricing Table B-2, CLIN series 02-1100 through 02-1400 unit prices, as applicable.

C.5.5 Staffing

C.5.5.1 General

(a) The Department reserves the right to review the qualifications of all staff selected to work on the Contract before assignment, including the individuals proposed (in the Contractor's proposal) and any replacements for these individuals, and to reject individuals who do not meet the qualifications set forth in this contract.

(b) The Department reserves the right to require the Contractor to reassign from this Contract any Contractor employees who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under the contract is deemed contrary to the best interests of the Department.

(c) The Contractor shall remove any employee from performance of Contract tasks within five (5) working days of receiving notice from the Contracting Officer that the employee's performance is unsatisfactory. The Contractor shall immediately remove any Contractor employee found to represent a threat to the safety of government records, government employees, or other Contractor employees. The Contractor shall reimburse the Department for the cost of any Department-provided or funded training given to Contractor employees who cease to perform Contract duties within six (6) months after receiving that training.

C.5.5.2 Contract Manager

(a) The Contract Manager is a senior manager responsible for coordinating the management of all work performed under this contract, to include the ADCM system and all support services. The Contract Manager is ultimately responsible for coordinating the efforts of subcontractors, team members, vendors, etc.. The Contract Manager shall act as the central point of contact with the Department and shall have the full authority to act for the Contractor in the performance of the required work and services under the contract and all task orders. The Contract Manager works independently or under the general direction of senior level Contractor business management on all phases of performance, including contract management, project task management, coordination of resource needs, coordination with corporate resources and management, and has direct accountability for the technical correctness, timeliness and quality of

deliverables. The Contract Manager shall have broad and deep knowledge of debt collection, business administration, human resource management, information resources management, and data processing, and have excellent oral and written communications skills, thus ensuring that the Contractor has the capability of performing all the work.

(b) The Contract Manager shall meet with the COTR and or his her designee on a monthly basis to review scheduling, priorities, funding, performance issues, and the like. In addition, there will be monthly in-process reviews (IPRs) presented to the COTR to ascertain planned versus actual progress. It is also anticipated that there will be occasional face-to-face subject-specific meetings, as requested by the COTR, between the appropriate Contractor managers, members of the COTR's staff, and other Government officials. Brief written minutes for each of these meetings will be required; the minutes should be produced within two work days of the meeting, state all agreements reached, list all pending action items, and attach all relevant handouts used at the meeting. Minutes shall be distributed to all meeting attendees; minutes may also be required in ASCII or word processing (WordPerfect) form.

C.5.5.3 Key Personnel

(a) The following positions labor categories are considered key positions for this Contract:

> Contract Manager (C.5.5.2)
> > System Implementation Manager (C.6.8)
> Facility Manager (C.7.4.3.1)
> > Financial Analyst (C.7.4.3.4)
> Case Processing Supervisor (C.7.4.3.6)
> > Network Administrator Hardware Specialist (C.7.4.3.12)

In addition, individual task orders may identify additional labor categories persons as key personnel.

(b) Any individual performing work under the labor categories listed in paragraph (a) above is subject to the following:

(1) Replacement of any key personnel is subject to the prior written approval of the COTR.

(2) Requests for replacement shall include a detailed resume containing a description of position duties and mandatory qualifications, as well as information about the qualifications of the individual(s) proposed.

(3) Contractor proposals to move any key personnel off the Contract or from one portion of the Contract to another shall be submitted in writing at least 30 days in advance of proposed move, and are subject to the approval of the COTR, including approval of proposed replacement.

C.5.5.4 Training of Contractor Staff

(a) The Contractor shall be responsible for providing trained, experienced staff for performing the work ordered under this Contract, and for continuously monitoring, managing and controlling the work. The Contractor shall make its best efforts to retain staff members who have gained experience on this Contract, and to minimize staff turnover.

(b) The Contractor shall train its own staff so as to ensure that all personnel are able to perform their duties under each Task Order satisfactorily. For example, the Contractor shall train its own staff in claims payment processing procedures. This may require staff training in the specific technology area - the ADCM system, for example, or database integrity. The Contractor shall also provide training for its staff should any ADCM system upgrades occur. The Contractor will furnish the COTR with formal documentation of the training provided to each labor category under the Contract as requested by the COTR, including testing tools for determining if individual employees have achieved competence in their labor categories. Except where specifically approved by the COTR, training of Contractor staff is not separately billable. Specialized training requested by the COTR beyond that which would normally be required to perform under the contract is billable.

(c) In addition to job-specific or professional training, the Contractor shall ensure its employees on this contract are trained on "contract-specific" issues such as DOJ ethics, standards of conduct, individual conflicts of interest, confidentiality requirements, DOJ security requirements, understanding of debt collection litigation support processes and terminology, understanding of the function of reporting, and the importance of quality control and quality assurance. In addition, Contractor managers shall be educated in the terms and conditions of the contract.

(d) For NCIF support staff, the Department will be responsible for providing training on any DOJ office automation system (such as JCON) as the Department may deem is necessary. The Contractor shall submit training requests for specific individuals on an as-needed basis to the COTR for approval.

C.5.5.5 Security Clearances

(a) Prior to assigning an employee to the contract, the Contractor must submit for that employee the completed forms as specified in Section H.4. The Contractor shall also perform a credit check for each employee to verify that the individual has no bad debts; this must be documented to the government by providing a copy of the credit check performed in an envelope marked "Confidential" (also see Attachment 9).

(b) The Contractor is responsible for screening all prospective employees for suitability for work on this Contract as delineated in the Contractor's proposal. Guidelines for this screening function are also provided in Section J, Attachment 9.

C.5.6 Quality Assurance and Quality Control

(a) The Contractor shall ensure that all documented guidelines and operating procedures for quality assurance control are followed for all areas of performance. The Contractor shall

develop and implement additional quality assurance control procedures as necessary to ensure all work performed is in accordance with standards prescribed in this contract for the duration of the contract, and the Contractor shall stress to its staff the importance of quality control and quality assurance.

(b) Within the specifications of the contract, the guidance of procedures manuals, and the direction of the COTR, Contractor personnel shall perform all activities on their own initiative. This will require a high degree of resourcefulness and the exercise of sound judgment. Contractor personnel shall perform the contract activities independently and shall exercise professional judgment and discretion in making decisions and recommendations for the successful completion of the activities. As appropriate, the Facility Manager shall make suggestions to the COTR to improve operational procedures. The Facility Manager shall obtain COTR approval prior to implementing any precedent-setting decisions.

(c) The importance to the Department of quality control cannot be overstated. The Department is committed to quality work and will not tolerate sub-standard work. Frequently, work must be performed under rigid time constraints where the same attention to detail and quality must be observed. The Contractor must build additional quality control reviews, as needed, into the operating procedures for each functional area of the contract and, with COTR approval, shall modify the procedures manuals accordingly. Without significantly slowing the flow of work, these quality control procedures should, to the extent possible, incorporate the review of valid samples of work at critical stages in the work flow to determine the accuracy of the work before it proceeds to the next stage. The Contractor shall conduct quarterly reviews of each NCIF support services functional area (see Section C.7.3) to address the following:

(1)   ensure personnel are following all established guidelines and procedures; and

(2)   identify appropriate modifications to procedures manuals or other corrective actions to improve efficiency or remedy deficiencies.

(d) After each review, Contractor shall provide a written findings and recommendations report to the COTR.

C.5.7 Management Reports

(a) The Contractor shall prepare and deliver to the COTR regular reports on work activities, work productivity, employee attendance, supply needs, Contractor expenditures, accomplishments, and the status of projects. The COTR will approve the format of each report. The Contractor shall modify the format or subject content of the reports at the direction of the COTR. Additionally, the COTR may require the Contractor to submit *ad hoc* reports (oral or written) on the work, as needed.

(1)   **Weekly Production Status Report**: A statistical report summarizing work activities in all functions of the contract, including, at a minimum, a project action items list, a status report of field office issues and problems, and copies of all tracking logs. The weekly production status report is due by Tuesday of the week following the subject week of report.

(2) **Monthly Employee Attendance**: A report that lists each employee, labor category CLIN, the number of hours absent, verification of the name of the substitute provided and the hours worked, and the total hours absent without a substitute. The monthly employee attendance report is due by the fifth working day of the month following the subject month of the report.

(3) **Monthly Production Report**: A statistical and narrative report that summarizes work activities in all functions of the contract; all production statistics recorded in the weekly production report; expenditures; accomplishments; problems solved; problems projected; and initiatives planned. The monthly production report is due by the seventh calendar day of the month following the subject month of the report.

(4) **Monthly ADCM System Availability Response Time Report**: As specified in Section C.6.3.3(14) and (15) respectively.

(5) **Quarterly Quality Control Assurance Report**: A statistical and narrative report summarizing the Contractor s quality control efforts, findings, corrections, and recommendations for each NCIF functional area (see Section C.7.3). The quarterly quality control assurance report is due by the fifteenth calendar day of the month following the subject quarter of the report.

(6) **Contractor Personnel Security Status Report**: The purpose of this report is to maintain current and accurate records of the hiring and related clearance status of all Contractor personnel who have submitted security clearance packages. To support this function, the Contractor shall conduct a quarterly review of its personnel actions and update the following information for each individual:

▸ Employee name

▸ Contract labor category (CLIN number and name)

▸ Date request letter sent to COTR

▸ Date hiring clearance package sent to DOJ

▸ Date hiring clearance granted

▸ Start and termination dates

▸ Dates building pass issued and revoked

▸ Comments.

The Contractor Personnel Security Status Report shall be delivered to the COTR on a day to be specified by the COTR following the close of the reporting period.

(7)   **Government Owned Property Report**: The purpose of this report is to maintain current and accurate records of the property type, location, identification number, quantity of any property furnished to the Contractor by the Government or acquired by the Contractor on behalf of the Government for use under this contract. The Contractor should note that this may include furniture, computer and other equipment, computer software, etc. To support this function, the Contractor shall conduct a semi-annual review of all Government owned property in its custody and document and update the holdings. The Government Owned Property Report shall be delivered to the COTR at the close of business on a day to be specified by the COTR following the close of the reporting period. A copy of the most recent report shall also be delivered to the Contracting Officer by each December 31. The Government Owned Property Report shall contain, at a minimum, the following information:

▸   Item type

▸   Item description

▸   Make and model

▸   Serial number

▸   DOJ inventory number

▸   Leased or purchased

▸   Month Year invoiced, if purchased for DOJ

▸   Warranty maintenance information

▸   Current location (building room)

▸   Previous location or disposition

▸   Project for which originally acquired

▸   Acquisition cost (if known)

▸   Property Classification (From list below, see FAR Part 45 for definitions)
   1. Land and Rights Therein
   2. Other Real Property
   3. Plant and Equipment
   4. Special Tooling
   5. Special Test Equipment
   6. Material

7. Agency Peculiar Property
8. Furniture Furnishings
9. Automated Data Processing Equipment

▸   Comments.

At the end of this Contract, these reports will be used in conjunction with invoice records to determine government furnished materials owed by the Contractor to the government.

(b) The Contractor shall, at a minimum, establish and maintain appropriate tracking systems which shall enable it to prepare and submit the management reports required. Creation and maintenance of these tracking systems is not separately billable.   Costs for copying reports for distribution are not separately billable.

C.6 THE ADCM SYSTEM

(a) This section describes the functional, performance and compatibility requirements for the ADCM system. The ADCM system provided by the Contractor shall include all equipment, software, communications, and services as described in this section with the exception of those items that are the Department s responsibility with regard to system implementation and communications.

(b) This contract is structured such that the Department will pay a firm fixed-price for the initial implementation of the system and continued access to, and maintenance of the system throughout the term of this contract. All of the requirements of this Section C.6 should be included in the appropriate unit price(s) in the Section B Pricing Table B-1.

(c) All ADCM users shall be able to access the ADCM system using their existing computing and communications equipment and communications capabilities. Long-haul communications access will be through the Government-wide FTS-2000 Network B (Sprint) communications network or its FTS 2001 successor. Washington, DC metropolitan area users will access through the Department s Washington, DC Metropolitan Area Network (MAN) using Asynchronous Transfer Mode (ATM). The MAN is a Synchronous Optical Network (SONET) ring. All users terminal traffic will be routed to the ADCM system through a common (DOJ provided) communications interface at the Justice Data Center-Washington (JDC-W) in Rockville, MD. The ADCM system shall support 10BaseT standard Ethernet.

> **Note:**   EOUSA has initiated the following plan for upgrading the telecommunications capabilities of the USAOs:
>
> •   The larger-volume USAOs are moving to Asynchronous Transfer Mode (ATM) service to replace the current X.25 service. They will do so via 512 kilobit per second (Kbps) "Permanent Virtual Circuits" over the ATM service for most of their offices. These offices will probably be connected to the network via a 1.544 megabit per second (Mbps)

circuit (shared with other DOJ network users).

- Those USAO offices with lower traffic volumes may connect at 56 Kbps using Frame Relay service, and their frames will be converted within the network and delivered to the Data Center as ATM data cells.

- It is likely that some of the smaller, more remote USAOs (including field offices) may continue to use X.25 data access (at 9.6 or 19.2 Kbps over analog circuits) for their local-area networks for some time, until the Local Exchange Carriers that serve their locations can provision higher-speed digital service.

(d) The Contractor shall provide the connection (i.e., equipment, software, and communications services) necessary to receive ADCM users' terminal traffic delivered to the ADCM system through the DOJ provided common communications interface (router) at the JDC-W. The Department will be responsible for, and bear all of the cost of, delivering the data packets to the JDC-W. The Department will be responsible for providing all IP addresses.

(e) All ADCM users will access the ADCM system using the following types of equipment:

(1)   PCs which are on TCP IP or IPX local area networks; or

(2)   Standalone PCs in the workplace via modem.

(f) All ADCM users will have PCs with a Windows operating system, WordPerfect for Windows, and the ability to print to a laser printer.

> **Note:**   All ADCM user PCs will have, at a minimum, Windows for Workgroups 3.1.1 or Windows 3.1. However, most, if not all will be migrating to a later version(s) of Windows, e.g., Windows 95 or NT during the term of this contract. Offerors proposals must address how their system will support the various operating system environments.

(g) The ADCM system shall be capable of operating within the following constraints:

(1)   Even if technically possible, ADCM users shall be blocked from accessing the ADCM system through the Internet.

(2)   Existing LAN servers (in the ADCM user environment) shall not be used to store or process any ADCM data or software. Existing LAN servers shall only be available as a communications conduit between the user and the ADCM (central server) computer, repository for WordPerfect software master document templates, and printer server. [**NOTE:** The Contractor is not responsible for furnishing WordPerfect software or printer server capabilities.]

(3)   The minimum user PC configuration is as follows: 486 33 processor, 8mb RAM

(564k available conventional RAM), and 400mb hard disk drive. The Department (through the user s organization) will be responsible for ensuring that the user s PC is properly configured for any ADCM-related software that may need to reside on a user s PC. The Contractor shall provide, at no additional cost to the Department, telephonic assistance to the user as may be necessary to ensure the user s PC is properly configured for ADCM.

> **Note:** The U.S. Attorneys have initiated a project to upgrade all PC hardware (still running Windows 3.11) to be followed by a migration to NT. The new minimum user configuration for the USAOs will be Pentium II 266MHz machines with 64mb of RAM and 3.5 gigabyte hard drives. The majority of PCs will be replaced in FY 1998 with the remainder, to include the NT upgrade, to be completed in FY 1999. The Contractor can assume that all Phase I locations will be upgraded during FY 1998.

(4)   No data shall permanently reside on the user s PC.

(h) The ADCM system shall be capable of supporting all system users as described in Sections C.6.6 and C.6.8 with no limitation on concurrent usage.

(i) The ADCM (central server) computer may be located at the JDC-W or at a Contractor controlled facility anywhere in the continental United States <u>except</u> the NCIF. A complete description of the JDC-W is contained in Attachment 8. The term Contractor controlled facility refers to any Contractor, subcontractor, or vendor location.

> **Note:** The NCIF facility is available for use as a backup and or disaster recovery site (cold site only) (see Attachment 7 for description of NCIF computer room). The Justice Data Center-Dallas (JDC-D), which is located in Dallas, TX, is also available for use as a backup and or disaster recovery site (see Attachment 8 for description of the JDC-D).

(j) If the ADCM (central server) computer is to be located in the JDC-W, the following shall apply:

(1)   The Contractor shall be responsible for:

(A)   Detecting any limitations by means of site inspections and consultation with the Department s representatives.

(B)   Preparing and submitting to the COTR within fifteen (15) calendar days after contract award, a detailed schedule (dates and times) for actual delivery of all components, commencement and completion of all installation activities, and schedule for all testing.

(C)   All shipping and delivery costs to the JDC-W loading dock <u>and</u> within the JDC-W facility to include rigging and drayage costs.

(D) All labor and other services as necessary to field install the ADCM system at the JDC-W floor location specified by the Department. Installation shall include, but not be limited to, all required unpackaging, setup, cable and device connections, cabling, card installation, system and device configuration, network configuration, software installation, software configuration, system software testing, and removal of all packing material from the installation site.

(E) The cost of any alterations or modifications in site preparation which are directly attributed to incomplete or erroneous installation specifications provided by the Contractor which would involve additional expenses to the Department. Any such site alterations or modifications which cause a delay in the implementation date will also result in the assessment of liquidated damages in accordance with Section F.3.

(F) Providing, installing, and maintaining a communications device (e.g., router) to connect ADCM traffic from the DOJ MAN to the ADCM (central server) computer.

(2) The Department will be responsible for:

(A) Subject to the security requirements contained in Section H.4, permitting access to the Contractor s ADCM system 24 hours a day, seven days a week.

(B) Preparing the site in accordance with the equipment environmental specifications furnished by the Contractor in its proposal. This will include, if necessary, installing new power cables, connectors and circuit breakers into the existing Power Distribution Units to meet the specifications of the ADCM system. This does not include any structural changes, or other specialized modifications to the existing facility (i.e., removing partition walls, installing Power Distribution Units, raising the ceiling, or lowering the raised floor).

(C) Providing reasonable space for spare parts storage and (shared) working space. This space includes heat, light, ventilation, electrical current and outlets, and telephones (for local calls only) for the use of maintenance personnel. These facilities will be within a reasonable distance of the Contractor s ADCM system and will be provided at no charge to the Contractor.

(D) Maintaining environmental conditions in accordance with the equipment environmental specifications furnished by the Contractor and providing electrical power.

(E) The cost of any maintenance required as a result of damage resulting from accident, neglect, misuse, failure of Department-furnished electrical power, or failure of the Department to maintain the required environmental conditions

stated above. [**Note:** Department personnel will not perform hardware maintenance or attempt repairs to the system.]

    (F)   The cost of a dedicated communications line between the NCIF and the JDC-W to accommodate the Systems Administrator function (see Section C.7.4.3.3)

    (G)   Obtaining and installing a router for all ADCM FTS-2000 traffic.

    (k) If the ADCM (central server) computer is to be located at a Contractor controlled facility, the following shall apply:

    (1)   The Contractor shall be responsible for:

    (A)   Ensuring that all Section H.4.2 security requirements are implemented and maintained.

    (B)   Providing and installing a communications device(s) in the JDC-W that will route all ADCM traffic to the Contractor controlled facility. All of the paragraph (j)(1) conditions also apply to the installation and maintenance of this communications device(s).

    (C)   The cost of a dedicated communications line between the JDC-W and the Contractor controlled facility.

    (2)   The Department will be responsible for all of the Section C.6(j)(2)(A) through (E) items with respect to the installation and maintenance of the Contractor provided communications device to be installed at the JDC-W. The Department will also be responsible for all of the Section C.6(j)(2)(F) through (G) items.

    (l) If the Contractor uses a separate site(s) to provide any of the Section C.6.9 maintenance (remote technical center), backup and recovery, or disaster recovery requirements, the Contractor is responsible for the provision of all computing and communications equipment and:

    (1)   If a Contractor-controlled facility (except the NCIF):

    (A)   Ensuring that all Section H.4.2 security requirements are implemented and maintained.

    (B)   All communications and or shipping delivery costs between the JDC-W and the Contractor Controlled Facility. All communications must be via dedicated line.

    (2)   If the NCIF:

    (A)   Ensuring that all Section H.4.2 security requirements are implemented and maintained.

       (B)   All costs associated with providing maintenance, backup and recovery, and disaster recovery services <u>except</u> for the cost of a dedicated communications line between the JDC-W and the NCIF (see Section C.6(j)(2)(F)).

   (3)   If the JDC-D:

       (A)   All communications and or shipping delivery costs between the JDC-W and the JDC-D. All communications must be via dedicated line.

    (m) All of the requirements described in Sections C.6 through C.6.7 apply to the ADCM system as implemented beginning with Phase I (see Section C.6.8 for complete implementation schedule). During the Phase I   II implementation, the Department will ensure that the Contractor has access to all necessary information to efficiently accomplish the data conversion. The Department will also ensure that the task order for Core Training (see C.7.1) is issued in a timely manner. The Department will be responsible for all travel costs necessary for the <u>users</u> to attend the Core Training sessions under CLIN 02-1100. [**Note**: The Department will also be responsible for travel costs for Contractor support services personnel located at the NCIF (CLIN 02-1500) who require this training (such as Help Desk personnel).]

    (n) The Contractor is responsible for ensuring that the ADCM system meets the requirements of Section C.6 through C.6.7 throughout the term of this contract, including any options which may be exercised by the Department (see Section C.6.9 for maintenance and other recurring requirements). The Department will only be responsible for those computing and communications resources explicitly noted as such in this document.

C.6.1 <u>ADCM System Capabilities, Features, Facilities, Functions</u>

C.6.1.1 <u>Requirements Implementation</u>

    The following are the required capabilities, features, facilities, and functions which must be available for the ADCM system as implemented.

C.6.1.1.1 <u>Design</u>

   (a)   **Client server operational design** - an operational design approach having a central processor (server) with many, remotely-located user work stations (clients). The server is the central repository of all system data. The server manages all communications with all of the clients.

   (b)   **Clients operating in a local area network structure** - an operational design approach having clients operating in a local area network structure that handles all communications and data transfer between clients and the central server.

   (c)   **A more than two-tiered user organizational structure reporting** - an operational

design capability that handles user (client) organizations having a hierarchical structure of more than two tiers, e.g., an office which is over a branch which is over one or more support organizations.

(d)   **Access control by user class and geography, security, and audit trail** - an operational access screening procedure which controls user (client) access to the server and its database by checking a combination of user ID and password, plus user-predefined user classes and user geographic location. System security then permits access in the database to only the tables and records which match the organizational and geographic identity of the user who seeks access to those records. Audit trail requires that any access to any table and record by any user is recorded in a separate area of the database which shows the user, the date and time of the access, and the action taken by that user. The system must be capable of reporting audit trail information, upon request by an authorized user, e.g., the System Administrator . The system shall have the ability to provide direct access to litigating offices that have branch offices and or private counsel firms that also handle collection cases. The branch offices and or private counsel firms should be able to be assigned their own litigation responsibility and work cases from their locations.

(e)   **Financial controls** - an operational design approach that requires all financial actions taken by users to be accurately captured, regardless of the success of the intended process. When a financial action is successful, the resulting changes in any financial components of the database are recorded in an in balance state.

(f)   **Multiple other individuals and organizations related to a debtor** - a database and operational design that can permit reflecting multiple people and organizations as having an interest in the debtor. One example is that persons other than the debtor may make a payment on the debtor s debt. Another example is that more than one attorney may represent a debtor and that information must be recorded in the database.

(g)   **On-line and historical data access and maintenance** - an operational design approach that ensures both current and inactive (historical) data are accessible and maintainable for a user-definable time period. In the Federal Government debt collection arena, it is important to keep historical information available for user access for a longer time than may be the norm in the commercial world.

(h)   **Expandable system data content and associated process flexibility** - an operational design approach that ensures future growth in both user data and processing requirements can be handled by the system without an automatic requirement that significant software changes are necessary.

(i)   *Ad hoc* **selection and report building** - an operational design approach that provides users the ability to define data contents and build custom reports at the time a need arises, without the need for software development.

(j)   *Ad hoc* **query** - an operational design feature that provides users the ability to find a certain record or group of records for such purposes as examining a debt s status or

to build a new table of selected database information, respectively.

(k)   **Automated interfaces with other systems** - an operational design feature that
provides the ability to create an output, on a user-defined frequency and in a user-
defined electronic medium, of selected database contents and the ability to route an
electronic file output to a user-defined destination. Conversely, the similar capability
to accept an electronic-medium file similarly constructed from any other system for
input to the ADCM.

C.6.1.1.2 Features and Facilities

(a)   **Current year-2000 compliance** - an operational design capability that handles,
without any modification: input, database, and output dates that carry into the twenty-
first century, i.e., contain a capability to differentiate the year 2000 from 1900. The
capability is intended to include, but not be limited to, accurately calculating,
comparing, and sequencing from, into, and between the twentieth and twenty-first
centuries, and the years 1999 and 2000 and leap year calculations. Furthermore,
this capability, when used in combination with other information technology, shall
accurately process date data if the other information technology properly exchanges
date data with it. The capability shall apply to all component parts of the proposed
ADCM software solution.

(b)   **Global data-value change capability, under access control** - an operational
design approach that provides authorized users the ability to change database
attribute values from their current content to a new content, without having to find
every instance and change it individually.

(c)   **Electronic submission of litigating office requests** - an operational design
capability that permits submission of electronic requests from any of the litigating
offices to the NCIF for action, e.g., referral of cases that were initiated by them (Case
Initiation Sheet) or request for financial adjustments.

(d)   **Foreign addresses** - an operational database and processing design that
incorporates the need to record and handle individuals and organizations with which
the Department must deal that are located in foreign nations. The system must
accommodate addresses that are structured to meet foreign address components
such as a Postal Code that is a different size from the US ZIP Code   4   2 and the
presence of Province and Country identification.

C.6.1.1.3 Functions - Debt Collection

(a)   **Claims administration and maintenance** - an operational design that supports the
entry, modification, and or deletion of allowable claim information data elements by
authorized users.

(b)   **Out of the normal   handling and reporting of certain new claims** - an operational design feature that would provide the ability to close a claim (for instance, as uncollectible) and later reopen the claim to resume collection and litigation activities and to do so without distorting current or prior year statistics.

(c)   **Multi-debtor debts; multi-debt debtors** - an operational design flexibility that permits both of the following instances in the database: one debtor having more than one debt to the US Government, and one debt to the US Government where more than one debtor is obligated to pay the debt. The latter instance is best exemplified by a defaulted loan that was made to a small business and the three partners who operated that business.

(d)   **Identification, tracking, reporting of multiple debt sources for a single debt** - an operational design capability that handles an instance where a single debt may be referred to the Department by more than one agency of the US Government or by more than one organization within one Federal agency. This need is important because payment distributions may have to be made to each of the agencies or organizations that are so identified.

(e)   **Multiple addresses for a single organization or individual** - an operational database and processing design which reflects the need for one or more current, active addresses for individuals (for example home and work) and organizations (for example headquarters and branch) contained in the database.

(f)   **New claim client referrals by electronic input** - an operational design approach that permits the entry of new debt records by reading a predefined electronic file format vs. having the data entered by a technician through an input work station.

C.6.1.1.4 <u>Functions - Litigation Tracking</u>

Note: Where the following topics make reference to documents and document generation, the Department will provide more specific information after contract award.

(a)   **Summons, complaints, motions, service of process, claims, abstracts, post judgment writs, liens, garnishment execution; plus calendar-based directed processing, tracking, and document generation** - an operational database and processing design that supports these litigation steps in a predefined order, including support of all activities, events, and documents associated with each step.

(b)   **Consent, default, and court-determined judgments** - an operational database and processing design that supports these litigation steps, including support of all activities, events, and documents associated with each step.

(c)   **Foreclosure activities** - an operational database and processing design that supports the debt collection litigation activities, events, and documents associated with the process of foreclosure.

   (d)   **Prejudgment attachments, garnishments, receivership, sequestration** - an operational database and processing design that supports these prejudgment litigation steps, including support of all activities, events, and documents associated with each step.

   (e)   **Bankruptcy activities** - a database coding structure that supports tracking the events associated with the process of bankruptcy.

   (f)   **Asset identification, location, type, ownership** - an operational database and processing design that reflects the need for supporting such Federal debt collection enforcement-related information elements. The system must capture and record the existence of seized assets when and if such information is obtained. Receipts of asset disposition monetary proceeds must be recorded and handled as though they were normal payments against the related debt.

   (g)   **Multiple collection-enforcement organizations on a single debt** - an operational database and processing design that supports capture and recording, on certain debts, of multiple enforcement organizations involved in working the case. For example, the Department uses the services of more than one USAO and or Branch in handling a singe debt. In these instances, one USAO, for example, would be indicated as the primary responsible office sharing work with the other litigating offices which have the right to view the case, but not to enter or update database information.

C.6.1.1.5 <u>Functions - Financial Operations</u>

   (a)   **Refund (overpayment) disbursements** - an operational design feature that recognizes an overpayment condition on a debt and generates an overpayment refund disbursement notification.

   (b)   **Returned and canceled payments** - an operational design capability that enables authorized users to record that a Federal Government-issued check (generally a refund, but sometimes a restitution distribution) was returned for one of a variety of reasons, e.g., Addressee Unknown , Moved, Left No Forwarding Address.

   (c)   **Retroactive adjustments re-application for payment-related activities** - an operational design capability that allows entry of, and recognition processing of, financial transactions (payments or adjustments) whose effective dates are prior to that of the latest posted financial transaction(s). This capability must calculate the reversal of all previously posted financial transactions, then post the delayed financial transaction as though it was received on time , recalculating the subsequent financial transactions -- but only in terms of the interest due amount. This capability must not have any effect on distributions already made from previously posted payments. The only net effect of the adjustment capability must be on adjusting the interest-due amount of the debt.

(d) **Joint and several liability for a single debt; single payment applied to multiple debts** - an operational design capability which recognizes, records, and processes a payment by one debtor and reduces the balance due from all other debtor(s) liable on the debt without modifying the payment records or payment arrangements of the non-paying debtor(s). In the second instance of a single payment which is to be applied to multiple debts, this represents an operational design capability that permits entry of such a payment with notation that it is to be spread over more than one debt. The capability must allow the split of the payment across more than one debt.

(e) **Unidentified payment search, tracking, and reconciliation support** - an operational design approach that permits a user, who is in receipt of payment information on a debt but where some elements of the payment make it impossible to determine to which debt this payment belongs, to:

(1) Search the database for the information that is available from the payment
(2) If still unidentified, track until resolved
(3) Provide the support for continued reconciliation of unidentified payments.

(f) **Variable payment arrangements on a single debt** - an operational capability that permits recording of more than one payment arrangement for a single debtor for a single debt. This capability recognizes that there can be an initial payment amount that differs from installment amounts under a payment arrangement, one or more changes to the payment arrangement over the life of the debt, and a final payment amount that may be greater or less than the installment amount under the payment arrangement.

(g) **Payment arrangements and payments received from through third parties** - an operational design capability that permits and records the fact that there may be a payment arrangement made for a third party (not the debtor) to make payments on a debt. The third party may be the actual payer or may be an individual organization through whom which a payment is made.

(h) **Distribution of collections to multiple recipients** - an operational design capability that supports the varied distribution of proceeds to multiple payees. For example, a single collection payment can be distributed to the referring agency(ies), the court, and one or more aggrieved parties.

(i) **Selective contingency fees computed based on collected amount** - an operational design capability that supports alteration of the mix of payment application components used to calculate private counsel contingency fees.

(j) **Visible current balance owed and computation of future date balance owed** - an operational design capability that permits a user to see on selected screens, the current balance owed on a debt. The definition of current balance owed includes interest computed up to the day on which the figure potentially is to be displayed on a screen. There must also be an operational design capability to calculate, upon

request or transaction-related need, the balance owed as of a future date.

(k)   **Automated payment reconciliation support** - an operational processing design which provides access to and diverse reporting of financial information for a variety of processes, including reconciliation of bank deposits to daily posted financial transactions.

(l)   **Financial application interfaces** - an operational design feature that provides the ability to create an output, on a user-defined frequency and in a user-defined electronic medium, be that a magnetic tape or an electronic address, of selected database contents and to route that output to a user-defined destination. Conversely, the similar capability to accept an electronic-medium file similarly constructed from any other system for input to this system. Examples are the files through DAOG to the US Treasury for administrative offsets, or judgment records for inclusion in a debarment database.

(m)   **Electronic payment receipt and disbursement** - Similar to the immediately above item, an operational design feature that permits controlled input output of payment and disbursement information from to an external organization system. Examples would be submission of a data file to a bank for pre-authorized debit processing or receipt of a payment file from a lockbox bank.

C.6.2 Other Processing Requirements

The system shall have the capability for litigating offices to submit the referral of cases that were initiated by them, i.e., the case initiation sheet (CIS), by means of an electronic method of transfer to the NCIF.

C.6.2.1 Verification of Judicial District

The system shall have the capability of verifying the judicial district to which any referral packages are directed by entry of debtor ZIP Code, or in foreclosure cases, the ZIP Code of the property. This verification can be accomplished by having a look-up table that cross-references ZIP Codes to counties within a judicial district (see Section C.4(a)(1)).

C.6.2.2 Screen Presentation

(a) Screen layouts shall be in logical groupings for ease of system users. At a minimum, the following information shall be displayed at the top of each screen:

(1)   NCIF claim number
(2)   Debtor name
(3)   Client agency name
(4)   The current balance.

(b) A screen providing summary information shall be available to all users for each debt. Data reflected on this summary screen shall be automatically updated each time entries are made to the database. This information shall include, at a minimum: the total number of debtors responsible for the debt; the total amount paid on the debt; the ending balance for the prior month and the prior year; and, at closing, the disposition reason and date, and the total amounts collected and not collected.

(c) At a minimum, translations for the following codes shall be displayed on the screen when codes are entered by the user:

(1)   Client agency
(2)   Collection disposition
(3)   Judicial district
(4)   Responsible office
(5)   Responsible attorney
(6)   Responsible technician
(7)   Events.

(d) Users shall have the ability to scroll forward and backward through all case screens relating to a single case. The ADCM system shall include the use of special data entry screens and related software that allow updates to specific areas of data without accessing individual debt records. The system shall include the following special entry screens for NCIF users:

(1)   Entry of new debts
(2)   Posting of payments
(3)   Posting of adjustments.

(e) The system shall include special screens for entry of legal information by litigating office users and shall have the capability to support additional special-entry screens.

C.6.2.3 Input Edits

The ADCM system shall incorporate edits which ensure critical data elements are present and correctly formatted. All date fields shall be validated for proper dates.   The system shall not allow the database to be updated with incomplete transactions. When codes and corresponding dates are entered in the database, the system shall require the entry of both before allowing an update to the database. The system shall provide corresponding error messages for all edit functions providing direction to users on how to correct the field for acceptance by the system.

C.6.2.4 Suspense Status

The system shall support the need for an authorized user to suspend activities on a debt. The system shall correspondingly permit an authorized user to remove the suspense status (re-activate a case) at a later date. The Department wants to stop suspended debts from appearing on

legal-ready or work queues or reports other than suspense-review reports and for reporting purposes. Entry of debt suspense status shall require entry of the suspense review date and a reason for the suspense action.

C.6.2.5 Forwarding Debts

The system shall have the capability, in districts where the Department has contracted for support from a private counsel office, to automatically assign debts within a judicial district to a private counsel and the USAO on a rotating basis, according to a percentage-based distribution model that may be readily modified by an authorized user. The system shall have the capability in those districts, of overriding the automatic assignment, by use of civil cause of action codes and or client agency codes, to allow exception debts that are not to be forwarded to private counsel offices, or USAOs, as appropriate. The system shall have the capability to determine whether or not another debt for the same debtor already exists in the database, in order to refer the new debt to the same collection office where work is ongoing on that debtor.

C.6.2.6 Financial Processing

The system shall create a financial transaction record whenever balances are altered, resulting in an audit trail, and shall use proper financial controls in conformance with applicable Federal Government standards. Information in financial transaction records shall be retrievable for inquiry and reporting purposes, but under strict access controls. The system shall protect entry of financial transactions. Only NCIF financial personnel shall be authorized to enter financial transactions.

C.6.2.6.1 Balance Calculations

All litigating offices must have the ability to view current balances at all times and calculate payoff balances for future dates, upon request, on the appropriate screen(s) without altering actual system balances.

C.6.2.6.2 Accrual and Compounding Interest

The system shall automatically accrue prejudgment and postjudgment interest for each debt according to the specified interest rate for the debt. The system shall allow for the automatic addition of accrued interest to principal on the anniversary of a civil judgment and then automatically begin to accrue interest on the new principal amount, using the existing postjudgment interest rate. Each time a debt balance is altered by the accrual of interest, a financial transaction record must be created to preserve the audit trail. On most criminal debts, only simple interest shall be used.

C.6.2.6.3 Surcharges and Attorney Fees

The Federal Debt Collection Procedures Act of 1990, 28 USC, Section 3011, allows for a surcharge of ten percent of the total amount of the debt to be added to the total amount owed the US, unless the court awards the government an amount for attorney s fees. The system shall have the ability to add an amount, determined by each legal office on a debt-by-debt basis, to the Surcharge Attorney Fee component of the debt balance. When such a fee amount is entered in the database by users, the system shall create a financial transaction record indicating the amount and whether the amount is a surcharge or attorney fee.

C.6.2.6.4 Private Counsel Contingency Fees

Calculation of Contingency Fee: Private counsel contingency fees shall be automatically calculated and posted, on a payment-by-payment basis, based on the application of each payment to the appropriate balance component amount recovered in payments during the period, multiplied by the individual law firm s contingency fee percentage. The system shall support the ability to alter the mix of payment application components used for that calculation. The system shall have the ability to calculate the fee due each private counsel and generate a detailed invoice on a monthly basis.

Also, the system shall be capable of providing a monthly statement to each private counsel showing, by debt, the payments received in the current month and year to date, the allocation of the payments, and the fees due private counsel from the payments. The system shall provide the mechanism that ensures a contingency fee, once billed, is not again billed.

C.6.2.6.5 Disbursements

(a) Disbursements are all filing or recording fees and other costs, such as service of process, which any litigating office may incur as a result of litigation or judgment enforcement activities. The database shall contain a disbursement code, the date and amount each cost was incurred, an indicator of whether the disbursement is categorized as a cost, amount to be added to the cost field of the debt balance, or expense, amount not added to the debt, and in private counsel cases, the date on which DOJ was billed for reimbursement. The system shall accommodate multiple disbursement records per case.

(b) The system shall record all disbursements and automatically add disbursement amounts with a cost indicator to the cost field of the debt balance.

(c) The system shall provide the capability for private counsel offices to generate, electronically and in hard copy and for any selected time frame, disbursement billing reports to DOJ for reimbursement. Once an initial disbursement report is generated, private counsel offices must attach supporting documentation. Therefore, the system must allow users to omit any disbursement entries for which they have no supporting documentation. Once a final disbursement report is created by private counsel users, the system shall record a DOJ billing date in each selected disbursement record to ensure the disbursement item is not selected for a future

reimbursement request.

      (d) Check writing for any purpose, including disbursements, is not a required feature of the ADCM. The US Treasury Department handles all disbursements.

C.6.2.6.6 Payment Arrangements

      The system shall be capable of handling payment arrangements in a variety of ways. For example, the system must be able to handle arrangements whereby there is an initial lump-sum payment, followed by a regular, periodic payment schedule. As well, the system must be able to handle changes to payment due amounts as a result of receiving a partial payment.

      Payment Arrangement Processing: The system shall be capable of automatically monitoring the payment arrangement information in the database to alleviate the need for user intervention. According to the payment arrangement information entered, the system shall automatically generate a late reminder (default) letter to the debtor when a payment has not been posted ten days after the payment due date. The system also shall automatically notify the responsible litigating office that a payment default has occurred. When a late reminder letter is generated, the system shall record the current date as the date of default and maintain a count of the number of times the debtor has been issued a default letter.

      The database shall contain a record of payment arrangement information for each debtor, including a one-time date and amount due (for recording promised payment in full or down payment information), an installment payment due date and amount, a final payment for any odd balance amount, and an indicator of whether the payment is a weekly, biweekly, or monthly payment. For certain debts, such as farm loans and corporate criminal debts, payments may be made annually.

C.6.2.6.7 Payments

      (a) The database shall contain a record of each payment made, including a system-generated posting date, the payment received (or effective) date, the payment amount, an indicator of which debtor made the payment, space to record a check number, a payment description code, an NCIF deposit number, and an indicator of whether the payment was received by the NCIF or litigating office directly, by the NCIF lock box, by the client agency or organization, or was the result of an administrative offset of a Federal payment.

      (b) The database shall contain a record of how each payment was applied to each component of the outstanding balance, the principal balance prior to posting of the payment, and the interest rate in effect at the time of posting. In addition, the database shall contain a record of the subsequent distribution of each payment, including the amount of the payment distributed to an agency or agencies, the general treasury account, for private counsel contingency fees, to the AOUSC, victims, relators, for the DCM fee, and the amount resulting in a refund for overpayment.

(c) The system shall accommodate the reversal of existing erroneous payment records (insufficient funds, bad checks, incorrect postings, etc.) Payment reversal information shall be provided to DAOG to accomplish reversal of the distribution already made.

(d) The system shall accommodate the entry of multiple payment records per case. The system shall also accommodate receiving and recording of payments made by a third party that may be previously unknown to the system, i.e., other than the debtor, and shall record all available third-party information.

(e) When payments are posted, the system shall automatically apply them to the appropriate component balances. The default application of payments to civil debts is as follows: NCIF costs, surcharge attorney fees, penalties, administrative charges, court costs, interest, and then principal. The system shall accommodate alteration of the application sequence for any debt. If the payment amount is greater than the total balance, the system shall record that amount in its overpayment field.

(f) Once a payment is applied, the system shall translate payment application information into receivers of the payment, e.g., agency, general treasury account, AOUSC, and private counsel contingency fee. The system shall accommodate changes to the formula for calculation of receivers of the payment at any time. As a unique example, according to new legislation, there is a 150.00 court filing fee that is added to a claim. When a debtor starts making payments, the first   90 paid by the debtor on that   150.00 filing fee, is to be directed to the AOUSC. The system must be able to identify the   90 for AOUSC, and direct it to them in the DAOG payments-processed transmission.

(g) When a payment is posted and the database contains payment arrangement information, if the amount posted is the same or greater than the payment amount due, the system shall automatically adjust the payment due date according to the payment cycle. If the amount posted is less than the payment amount due, the system shall automatically generate a notice to the debtor and automatically notify the responsible technician of the payment amount discrepancy.

(h) When payments are received directly by the litigating offices, the system shall allow those users to generate a listing that will be forwarded along with the checks(s) to the DOJ lock box. The production of this listing shall not affect the information in the database, but provide a vehicle for logging and forwarding the directly received check(s). The listing shall provide a heading indicating debtor name, the NCIF number, client agency code and corresponding file number, the Civil Cause of Action Code, and the amount of the payment. The listing shall be totaled at the end, for verification of the total amount being forwarded.

C.6.2.6.8 Financial Adjustments

(a) The system shall accept non-cash financial adjustments that result in a decrease or increase to any component of the balance. The system shall allow the user to specify which component(s) of the balance are to be affected by this adjustment. Each financial adjustment will create a detailed financial transaction record. The system shall accommodate the entry of multiple adjustment records per case.

(b) The system shall have the capability for litigating offices to electronically submit a request for financial adjustment to the NCIF.

(c) The database shall contain a record of each non-cash adjustment made, including a system-generated posting date, the adjustment effective date, an adjustment amount, and an adjustment description code. The database also shall contain a record of how each adjustment was applied to each component of the outstanding balance, the principal balance prior to posting of the adjustment, and the interest rate in effect at the time of posting.

C.6.2.6.9 Retroactive Financial Transactions

(a) When a financial transaction (payment or adjustment) is posted and the date received (effective date) is prior to that of the latest financial transaction record, the system shall automatically perform the necessary correcting calculations, e.g., backing out and reapplying payments and recomputing interest, to determine the correct current balance owed.

(b) The system recalculation shall result in an adjustment to the interest component of the balance **only** and shall not affect any prior payment distribution. Detailed financial transaction records for every action taken shall be created during this recalculation process in order to preserve the audit trail.

C.6.2.6.10 District-Variable System Performance

(a) One of the attributes of the Department s requirements is the variability of system performance between one judicial district and another. That is, the system must be able to provide a set of rules for system performance that varies according to specific rules dictated by a given court. The two primary areas where this variability occurs are:

(1) The timing of producing the many documents involved in and related to Federal debt collection and litigation support.

(2) The content of the many documents involved in and related to Federal debt collection and litigation support.

(b) There are many examples which can be cited for the above general categorizations. However, the following will suffice to illustrate the point.

(1) The norm for judicial districts for the time period between one litigation step and the next is 90 days. One Federal judicial district court, however, dictates the time period is only 45 days.

(2) One Federal circuit court requires all documents to number every line on the document.

(3) Many judicial districts have varying requirements for the format and construction of

most documents that are presented to the courts.

(c) Primarily because of the examples just cited, the ADCM System must produce hard-copy correspondence and court documents in a manner that supports these variabilities. After contract award, the Contractor and DCM shall mutually examine the requirements of the master set of correspondence and court documents and define the ADCM data which must be downloaded for each of them. Individual judicial districts will alter some master set formats and or the downloaded ADCM data needed to meet the requirements in their district. Identification of additional correspondence and or court documents that are beyond the master set may be required for some judicial districts. The requirements for ADCM data that must be downloaded shall be defined and provisions made for creating the ADCM process(es) which shall download that data.

(d) The process used by the ADCM System for downloading system data to local facilities in order to (tailor and) print these correspondence and documents must work with WordPerfect for Windows.

C.6.2.6.11 Victim Restitution

(a) This function shall be used predominantly for processing restitution payments in criminal cases. It shall also be appropriate for use in certain civil actions taken by the Department. The function presents a need to identify and record in the database individuals and organizations who are victims of Federal criminal or civil offenses in the case and, should there be a monetary payment ordered by the Court, are lawful recipients of that payment.

(b) The system must support the need to record the full names and addresses of literally hundreds of people and organizations and then record the relative interest share each has in the payments that will be made by the debtor(s) defendant(s). Note that a relative share is not necessarily an equal share.

(c) When payments are received from the debtor defendant, the share percentage must be applied for each victim and a distribution made and recorded. Often, however, a payment is not sufficiently large to enable making a distribution to all victims, and moneys must be held until the dollar amount of payments received-to-date reaches a sufficiently large sum (currently 25) to enable a distribution to be made.

C.6.2.7 Litigation Support

(a) The system shall be capable of automatic litigation support for all litigating offices. The system shall incorporate logic that manages the caseload by ensuring cases ready for each logical step in the process are grouped for either production of documents or initiation of an activity and sorted by user. In this way, the user will not have to review each individual case or rely strictly on tickler files to prompt for litigation steps, document production, or follow-up activities. The system also shall allow user selection of a litigation step, document production, or follow-up activities on a case-by-case basis.

(b) To accomplish this, the system shall have pre-defined parameters for routing the case through the litigation collection process, but will afford the user the capability to alter the pre-defined route through a menu-driven selection program. For general information on the steps involved in the litigation collection process, see Attachment 5 Federal Debt Collection Process.

C.6.2.7.1 Calendar-driven Document Production

(a) When predetermined criteria have been met for each legal step, cases meeting the criteria will be grouped by the system for production of associated documents. For example, once the summons and complaint documents have been produced by the system, the system shall ensure the court number, judicial officer, complaint filing date and service of process date are entered, and 20 days have elapsed since the service of process date, if the process is not served by mail. If that situation exists, the system shall include the case in a listing of cases ready for production of default judgment documents.

(b) The system shall generate a daily listing of those cases ready for the production of documents for each legal step, allowing the litigating office to choose whether the listing will be sorted by individual users or by office. This listing shall include those debts where a late payment condition has not been resolved. Once the daily listing is reviewed, users shall have the capability to decide which cases they do not want processed for that particular day. Any cases not processed will remain in the same status and shall be available for future selection.

(c) Once the selection is made, the system shall process all remaining cases by automatically generating any pleadings, documents, forms and or letters associated with that litigative step. Attachment 5 identifies the current documents associated with litigative steps. The system shall automatically update individual case records as to the step taken. This litigative processing shall be carried out in the background, allowing system users continued access to other system functions. Following contract award, the Department will provide a master set of document formats for Contractor s construction of master WordPerfect for Windows document templates for the litigating offices. The litigating offices then shall be free to modify the master set to accommodate the variant requirements for their jurisdiction.

C.6.2.7.2 Follow-up Activities

(a) When predetermined criteria have not been met within a required time frame for the next legal step to be taken, such cases shall be grouped by the system and a listing provided for review by the user, allowing the litigating office to choose whether the listing will be sorted by individual users or by office. If no action is taken by the user, the case will remain on this listing until action is taken which will allow the case to move to the next logical step.

(b) For example, once the summons and complaint documents have been produced by the system, the system shall expect that the court number and filing date will be entered in X days. If that does not occur, the system shall include the case in a listing of cases in which the summons and complaint have been produced, but no action has occurred. Once a court number and filing

date have been entered in the system, the system shall expect a date that the summons and complaint were forwarded for service of process to be entered in Y days.

(c) If the date has not been entered within the expected time frame, the case will be included in a listing of cases in which complaint has been filed but documents have not been sent to a process server.

C.6.2.7.3 Prejudgment

The activities that occur prejudgment can vary. Routine steps taken prior to obtaining a judgment are geared toward filing of the claim and associated documents. Identification of the steps taken and documents associated with the litigation process can be found in Attachment 5.

C.6.2.7.4 Judgment

(a) The interest rate assigned to civil judgment cases varies according to the current Treasury Bill (T-bill) rate. Although the Court can always assign a different interest rate, the T-bill rate is used in the majority of cases. Once an interest rate is assigned, however, that rate remains in effect for the life of the judgment. The T-bill rate changes approximately every thirty days. The system shall be capable of recording the T-bill rates and effective dates as they change. The system shall automatically enter the appropriate T-bill rate when a civil judgment filed date is entered. The system also must allow the user to override the system-entered T-bill rate, if necessary.

(b) Whenever a civil judgment is filed, in addition to the change in interest rates, components of the balance roll into one and become principal. The system shall be capable of automatically performing the necessary financial transactions to effect those balance changes and create financial transaction records to preserve the audit trail.

C.6.2.7.5 Postjudgment

Once a judgment is obtained, a variety of legal remedies are available to the Federal government. Among these are the following:

    (1)   Judgment liens
    (2)   Wage garnishment
    (3)   Property garnishment
    (4)   Property execution
    (5)   Bank garnishment
    (6)   Installment payment order
    (7)   Federal payment offset.

C.6.2.7.6 Asset Tracking and Disposition

(a) Effective use of these judgment enforcement remedies requires obtaining and tracking debtor financial information. During a deposition of a debtor, one of the objectives is to determine assets owned by the debtor which may be seized and disposed of to satisfy the debt. Other sources for debtor asset information may be credit bureaus, public records, an informant, or the original referring agency.

(b) If the debtor is unwilling to make a payment arrangement, the identified assets can be seized by the US Marshals Service and disposed of either to partially or fully satisfy the debtor s indebtedness. The location of the debtor s assets must be identified and tracked until disposition occurs and the Department receives payment of the proceeds from their disposition.

(c) The ADCM system will not be responsible for tracking the disposition history of seized assets, but must record their existence when the information is determined. Occasionally, debtors voluntarily turn over property for disposition. As well, the receipt of disposition proceeds must be recorded, although that is procedurally handled as though it were a normal payment against the debt.

C.6.2.7.7 Foreclosures

In the proper circumstances, one avenue of liquidating real property is to foreclose on it and sell it through public auction. Proceeds from the auction are used to reduce or fully satisfy the debtor s indebtedness. The system shall support the litigation process of obtaining foreclosure. For general information on the steps involved in the foreclosure process, see Attachment 6.

C.6.2.7.8 Bankruptcies

If and when a debtor files for bankruptcy as a means of avoiding repayment of a debt, the Department enters its claim (on behalf of the referring agency) and makes its presentations before the Bankruptcy Court. The system shall accommodate tracking the events associated with the process of bankruptcy.

C.6.3 Reports

The system shall have the capacity to generate a wide range of reports. Each office shall have the capability to produce reports on-line, in hard copy, on a portable electronic medium such as magnetic tape, or as downloadable data files for such uses as preparation of graphic materials. Current routine reports are described below. The system must be capable of generating comparable reports.

C.6.3.1 Daily

The system shall make available to DAOG, information on payments processed. The data

shall include agency or referring organization codes and file numbers, date of transmission, deposit number, item number, NCIF claim number, debtor name, amount of payment, civil cause of action code, and payment application information translated into the receiver(s) of the payment, including the amount of the payment disbursed to an agency or agencies, to the general treasury account, for private counsel contingency fees, to the AOUSC, victims, relators, for the DCM fee, and the amount resulting in a refund for overpayment.

C.6.3.2 Weekly

   (1)   Spreadsheet reflecting daily reconciliation of deposits made to payment posting activity

C.6.3.3 Monthly

   (1)   Health and Human Services Health Education Assistance Loans (HEALs) Report
   (2)   Contingency Fee Report
   (3)   Contingency Fees Statements Report
   (4)   Deposit Cash Collections Report
   (5)   Executive Monthly Summary Reports:
        (A)   Summary Intake for Month, Year
      (B)   Bankruptcy Summary for Month, Year
        (C)   Intake for Month, Year by Cause of Action
        (D)   Intake for Month, Year by Referring Agency
      (E)   Referrals for Month, Year by Litigating Office within Judicial District
      (F)   Rejections for Month, Year by Referring Agency
      (G)   Payments Received for Month, Year by Litigating Office within Judicial District
      (H)   Summary of Cases Closed for Month, Year
        (I)   Cases Closed for Month, Year by Cause of Action
      (J)   Cases Closed for Month, Year by Referring Agency
       (K)   Cases Closed for Month, Year by Litigating Office within Judicial District
       (L)   Pending Inventory for Month, Year by Litigating Office within Judicial District
      (M)   Age of Cases at Referral by Referring Agency
      (N)   Foreclosure Intake for Month, Year
      (O)   Report of Pending and Closed Foreclosures for Month, Year
   (6)   Departmental Case Management Reporting System (DCMRS) Extract (on tape)
   (7)   Departmental Case Management Numbering System (DCMNS) Court Case Listing
   (8)   Monthly Bank Reconciliation
   (9)   Administrative Offset Activity Report
   (10)   Credit Alert Interactive Voice Response System (CAIVRS) Extract (on tape)
   (11)   Veterans Affairs Foreclosure Report
   (12)   Private Counsel Foreclosure Report
   (13)   EOUSA Extract (on tape)
   (14)   System Availability Report: A report reflecting actual system available hours by day,

week, and month with comparison to the maximum possible hours for those periods, and cumulative fiscal year-to-date by month.

(15)   System Response Time Report: A report reflecting actual system user response-time statistics for the month.

C.6.3.4 Quarterly

(1)   Financial Activity for Quarter Ending Month, Year
(2)   Payments Received by Agency for Quarter Ending Month, Year
(3)   Agency Pending Status for Quarter Ending Month, Year

C.6.3.5 Semi-annual

(1)   HUD Single-Family Foreclosures Pending
(2)   HUD Single-Family Foreclosures Closed

C.6.3.6 Annual

(1)   Congressional Report (comprised of a variety of reports and statistics)
(2)   Nationwide Appendices C and D Reports (see Section C.6.3.7)
(3)   Case Management and Financial Activity Report by Referring Agency
(4)   Case Management and Financial Activity Report by Responsible Office
(5)   Debts in Suspense, by Age
(6)   Administrative Offset Extract (on tape)
(7)   Other reports or modifications to the specified reports that may be required by law or by the Department

C.6.3.7 Ad Hoc

(a) The capability is required for an input screen used to tailor *ad hoc* reports that, based on plain language requests by the user, shall create appropriate SQL similar statements to produce desired results. This *ad hoc* reporting capability must be available for all ADCM system users.

(b) The system shall be capable of generating reports for all ADCM users in the litigating offices and DCM to support the management and oversight of collection and litigation efforts. Each office shall have the capability to produce reports on-line, in hard copy, or as downloadable data files for such uses as the preparation of graphics.

(c) *Ad Hoc* Management reports shall include:

(1)   Appendix C   D reports [7]

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[7] EOUSA requires each USAO to submit a Report on Pending Accounts Receivable by Imposition Type

(2)   Inventory of debts opened and closed
(3)   Inventory of debts in various stages of litigation or action
(4)   Information on payments received
(5)   Aging of an office s debt portfolio
(6)   Aging of debts in suspense status
(7)   Number of debts by responsible technician (for verifying equality of case load)
(8)   Management indicators for prioritizing work and effectively utilizing resources.

(d) These types of reports must be available to all system users through a menu selection. The system must have the capability to accommodate adding more reports, as required, and producing the reports based on a user-entered date range, client agency or probation officer, and frequency.

C.6.4 Form Letters and Court Documents

The system shall produce various letters, statements, and histories using standard formats and extracted database information. The system shall be capable of interfacing with the word processor, merging text with system data to produce these letters, statements, and histories. Following contract award, the Department will provide the Contractor samples of all standard letters, statements, and histories.

C.6.4.1 Bulk NCIF Letters

(a) In order to automatically produce standard letters, the system shall merge database information and predefined text including:

(1)   An initial demand letter to the debtor, a letter which demands immediate payment in full, which is sent upon receipt of the referred debt at the NCIF
(2)   A client agency acknowledgment letter, notifying the agency that the debt has been received and referred to a litigating office
(3)   A client agency declination letter, notifying it that the case is being declined by the NCIF
(4)   A payment default letter, notifying the debtor that a scheduled payment was missed.

(b) When standard letters are produced, the system shall allow users to view and edit each document before printing.

C.6.4.2 Debtor Statements

(a) On a periodic basis, the system shall provide a statement to each debtor in paying

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and on Collections Activity (called the Appendix C Report) and a year-end report containing quantitative analysis and goals for the next fiscal year (called the Appendix D Report.) Summary reports for the statistical data contained in Appendices C and D are not currently produced by COLLECTOR.

status which reflects the current status of the debt. A portion of the statement (coupon) will be returned with the next payment to the address shown on the statement. The system shall produce the statement for each debtor making installment payments. Typically, these statements shall be produced at the NCIF in bulk. In addition, the system shall be capable of producing single debtor statements on demand for the litigating offices and the NCIF. As well, the system shall be capable of producing debtor statements when only a partial payment is received and in anticipation of a final payment. In each instance, the system shall support user-definable, varying cycles, e.g., weekly and monthly, for producing debtor statements to correspond to the variable payment cycles that similarly must be supported.

(b) In anticipation of a last payment of less than the current balance, the user may wish the system to accrue future interest and change the payment arrangement amount so the statement reflects the correct amount that the debtor should pay, rather than a payment arrangement amount higher than the actual current balance.

(c) The statement shall include the following information:

(1)   Debtor name
(2)   NCIF claim number
(3)   Referring agency
(4)   Cause of action
(5)   Last payment date and amount
(6)   Next payment date and amount
(7)   Current balance
(8)   Address to which payment is to be sent (on coupon also).

C.6.4.3 Annual Accounting of Garnishment

The system shall be capable of producing an annual statement of account status for debtors and garnishees. Typically, these statements shall be produced at the NCIF in bulk. In addition, the system shall be capable of producing single accounting statements on demand for the litigating offices and the NCIF.

C.6.4.4 Debt Histories

The system shall be capable of printing and or displaying a consolidated history of financial information for individually selected debts in a variety of ways. The complete history shall include the debtor s name and NCIF claim number, the current balance and its breakdown by components, as well as a running detailed history of all financial transactions posted to the debt.   The system also shall provide the ability to generate a short history (no component break downs) and a payment history (payments only). The complete history shall provide an audit trail to allow the users to verify the balances when disputed. These statements shall be produced on demand for the litigating offices and the NCIF.

C.6.5 Data Requirements

(a) The system shall include a database containing the types of information described in this section. The system shall have the ability to capture and report on case data for all litigating offices.

(b) As US Attorney and Private Counsel litigating offices are implemented (see Phase I   II implementations in Sections C.6.8.1 and C.6.8.2), the Contractor shall convert data from the system which currently supports their processing to the ADCM System database. Subsequent implementations for the litigating divisions (see Section C.6.8.3) may require additional data capture to support their conversion to the ADCM system database.

> **Note:** Data conversion required for implementations beyond Phases I   II will be accomplished under the support services (Section C.7) portion of this contract.

(c) The system shall have the flexibility to allow additions to or alteration of data to comply with changing laws and Department procedures. The system shall have the ability to extract and report on all of these additional or altered database fields.

(d) Where there may be a conflict in data element (attribute) size or characteristics between any of the systems which are data sources for the ADCM System (either by conversion or interface) and the logical data model, the data element (attribute) which is the largest and the characteristics which are the most general, shall govern in the database of the ADCM System.

C.6.5.1 Data Types

In general, the system database shall contain the following data types:

(1) **Debt Information**: The database shall contain a case caption, e.g., US vs. Joe O Debt, a system-assigned claim number, the date the debt was received at the NCIF, the date the debt was referred to a litigating office, a related USAO number and or a DOJ Division Code with the associated number, a claim origin code, a designation indicating that the debtor is an individual or an organization, the civil cause of action code, the sentencing judgment date, the judgment amount, the collection disposition code and associated date, and a designation indicating whether the debt is civil or criminal in nature. The database also shall contain the statute of limitations date for civil debts.

(2) **Litigating Office Information**: The database shall contain the judicial district code, responsible office code, responsible attorney code, responsible technician code, space to record a cross-reference number, indication and identification of a case being shared with or monitored by a litigating division, and, for cases transferred to another jurisdiction, space to record the transferred to and transferred from judicial district code.

(3) **Bankruptcy Information**: Fields shall be available in the database to reflect bankruptcy information including the chapter of bankruptcy, the anticipated amount

of relief from the bankruptcy action, the bankruptcy court number, the name of the trustee, and date fields for bankruptcy petition filed, proof of claim filed, lift stay motion filed, dismissed conversion motion filed, adversary proceeding filed, reorganization plan filed, plan payment amount, creditors meeting, date of discharge, and disposition code.

(4)   **Court-Related Information**: The database shall contain the court number and corresponding court docket number, the judge code, space to record the DOJ case-tracking number, the judgment type code, and pertinent dates and amounts relating to legal activity in support of the Litigation Support function of the system. For criminal debts, the database also shall contain the name of the probation officer assigned by the court.

> **Note:**   The Department requires two court numbers; one for finding the court name in local format for use in court documents and communications, and the other for the court name in a standard format for use in performing court name searches or queries.

(5)   **Financial Information**: The database shall capture all financial information relating to the debt, financial transactions made to reduce or increase the debt, and payment distribution.

(6)   **Debt Balance Information**: for **criminal** debts, the database shall contain the initial debt amount and display the debt's current balance for debt elements imposed by the court at time of sentencing, broken down into components: special assessments, restitution to private or state and local victims plus interest, restitution to Federal agencies plus interest, fines plus interest, court costs, penalties and attorney s fees.

For **civil** debts, the database shall contain each debt s initial referred amount and display the debt s current balance broken down into the components of principal, interest, court costs, administrative charges, penalties, NCIF fees, and surcharge attorney fees.

The database shall be structured to allow for additional component balance fields to accommodate any change in the law requiring the use of a new balance field.

(7)   **Interest Information**: For each debt, the database shall contain the current interest rate (whether percentage, daily, or variable rate), a date through which interest has been calculated, and the amount of interest accrued to date on the debt. When interest is accrued by the system, a financial transaction record shall be created, containing a system-generated posting date, the interest rate used, the amount of interest accrued during the period, the beginning and ending dates used for interest accrual, and the principal and interest balances prior to the posting of the transaction.

(8)   **Payment Distribution Information**: The database shall contain a record of the subsequent distribution of each payment, including the amount of the payment

distributed to an agency or agencies, to the general treasury account, for private counsel contingency fees, to the AOUSC, victims, relators, for the DCM fee, and the amount resulting in a refund for overpayment.

(9) **Assessment of Disbursement**: The system shall record all disbursements and automatically add disbursement amounts with a cost indicator to the cost field of the debt balance. The system shall provide the capability for private counsel offices to generate, for any selected time frame, disbursement billing reports to DOJ for reimbursement. Once a final disbursement report is created by private counsel users, the system shall record a DOJ billing date to ensure the disbursement item is not selected for a future reimbursement request.

(10) **Private Counsel Fee Information**: The database shall contain fee information for each private counsel office. The fee percentage paid to private counsel shall be based on the contingency fee percentage rates negotiated with each law firm. In addition, the database shall contain hourly or flat-rate fee amounts and a history of fees paid.

C.6.5.2 Data Entities

The following are definitions of major debt collection data entities identified in the Section C.4(b) ERD.

(1) **(Referring) Agencies**: The Federal government organization which first provided funds to an individual or organization which was not repaid and has now referred the debt to the Department, through the NCIF, for litigation action to collect the debt. This could be the Federal government organization that is involved in a Federal civil or criminal action that results in a debt being owed the US government. The ADCM system must support the ability to record any claim as coming from multiple agencies.   To account for distribution of funds from payments received, there must be an indicator of which agency (or agencies) is the payee agency.   A list of the referring agencies is in Attachment 4.

(2) **Forwarding Organizations**: An intermediary organization that acts on behalf of the referring agency in performing debt collection activities. The intermediary organization transmits the case to the NCIF for litigation if it is unsuccessful in collecting the debt. The database must identify the referring agency, e.g., the original loan-making organization, and, a forwarding organization which may directly submit the case to the NCIF. Distributions may be made to the forwarding agency rather than the originating agency.

(3) **Recipient**: An individual or organization that receives proceeds from debt payments.

(4) **NCIF**: The DOJ organization within DCM responsible for supporting receipt, tracking, processing, and monitoring of the Department s referred civil debts and for operating the system(s) and facility which aid in accomplishing this support.

(5) **Debts**: The dollar amount(s) owed or enforced by some organization within the Federal government. A debt has constituent parts which are separately identified in the database but which are essential in aggregate to recognize the total obligation of a debtor to the government. Among the potential constituent parts of a debt are principal, interest, penalties, fees, assessments, and administrative charges.

(6) **Debtors**: Individuals or organizations liable for the debt. Multiple debtors may be associated with a single debt; multiple debts may be associated with a single debtor. The system shall be able to display and report on either situation. Debtor information shall include the following:

   (A) **Debtor name information**: Three name fields are required in order to capture: debtor name, the name provided on the Claims Collection Litigation Report (CCLR) or Case Initiation Sheet (CIS) for the debt, if different, and the optional name field for also known as or doing business as .

   (B) **Debtor personal information**: Indicator of whether the debtor is a male or female individual, or an organization ; whether or not the debtor is military; the social security or employer identification number; date of birth of an individual; and, individual home telephone or organization telephone number. The database shall record the name of a debtor s attorney and the debtor s agent, where that may be applicable.

   (C) **Other debtor Information**: For criminal debts, the database shall contain a designation indicating whether or not the debtor is incarcerated, on probation, or on supervised release, and the anticipated actual end date for incarceration, probation, or supervised release. The database also shall contain the Alien Registration Number, Inmate Register Number, and a designation indicating if the debtor is participating in the Inmate Financial Responsibility Program.

   (D) **Address information**: Debtor mailing address, including two address line fields, city, state, and Zoning Improvement Program (ZIP) Code plus four and a county code. In addition, the database shall have space to record a second and separate legal address.

   (E) **Debtor employment information**: Debtor employer, including two name fields, two address line fields, city, state, ZIP plus four, and an attention line, a work telephone number, an indicator of whether the debtor is a state or Federal employee, and an indicator of whether or not the employment information has been verified.

   (F) **Debtor bank information**: Debtor bank information, including two name fields, two address line fields, city, state, and ZIP plus four, bank account number, an indicator of whether the account is checking or savings, space to record a bank routing code, and an indicator of whether or not the bank

information has been verified.

(7)   **Third Parties**: Individuals and or organizations having an interest in debtor property or participating in making repayment on a debt.

(8)   **Claim**: An assertion of a right to money or property by the US Department of Justice against debtors who are in default of loans or have other indebtedness to the US Government. Claims take many forms and can result in various types of judgments and other adjudicative remedies to effect debt collection.

(9)   **Courts**: Federal judicial organizations (Magistrate, District, Bankruptcy, and Appellate) which are responsible for hearing claims against debtors and making judgments concerning the validity of those claims. Actions taken by these organizations are binding and enforceable by actions then available to the Department.

(10)   **Financial Institutions**: Various organizations (for example, debtor bank, the Treasury Department, a lock box bank) which, in one context or another, handle moneys and other negotiable instruments in the resolution of debts and distributions of moneys to recipients.

(11)   **Responsible Office**: The organization administratively charged with recordkeeping and resolving the collection of debts through litigation actions.

(12)   **Branch Office**: The administratively subordinate organization to a responsible office that may be charged with performing some or all of the Responsible Office s functions.

(13)   **Payment**: Money forwarded to the government intended to reduce the amount of debtor indebtedness and the information that identifies the specific medium and item which was forwarded.

(14)   **Payment Arrangement**: Agreement between a debtor and the government to systematically reduce the amount of debtor indebtedness.

(15)   **Judgment**: A judicial determination of the rights and obligations of a debtor to the US Department of Justice. Judgments may take various forms.

(16)   **Litigation Path**: Definition of the steps which must or may be followed in a type of litigation action.

(17)   **Foreign Address**: There are debtors and organizations with which the DOJ must deal located in foreign nations having addresses with components such as a Postal Code (a different size from ZIP Code) and Country or Province identification.

C.6.5.3 Special Data Relationships

When dealing with Federal debts and the various entities briefly described above, there are some relationships between those entities that are not straightforward. This section defines and briefly discusses some of those relationships.

(1)   **Joint and Several Liability**: There must be an ability to identify more than one person, organization, or company as being responsible for a single debt. This is a requirement that is in addition to the norm of being able to handle more than one debt for a single debtor. The best example arises in a situation where a business received a Small Business Administration (SBA) start up loan and then defaulted in repaying the loan. In this example, the business has three partners. In the court action taken by the Department, all three individuals and the company that they formed have a responsibility for repayment. The US can seek recovery of the debt from one of the partners of the business, all of the partners and the business, or any combination of these debtors. The system database must be able to record and process situations such as this one.

(2)   **Multi-debtor Debts**: The situation identified immediately above exemplifies best the case where a single debt involves more than one debtor. There are numerous other examples possible which may or may not involve a joint and several liability condition.

(3)   **Multi-debt Debtors**: There are many instances where the same individual or company has incurred Federal debts and defaulted. It is extremely important that the system and the database be able to identify, when a new debt is being processed for the first time, that the debtor already exists in the database. The normal action in this instance is to refer the debt to the litigating office already handling the other debt(s).

(4)   **Multiple Payers on a Single Debt**: As alluded to above, there can be numerous conditions under which there are multiple individuals or organizations making payments against a single debt. Even in less complex debt situations, it is easy for a third party to make a payment for a debtor and for there to be multiple third parties involved over the period of debt repayment. What often can occur, however, is that it is not always obvious from the third-party payment for which debt the payment is intended.

(5)   **Multiple Addresses for Single Entities**: Of the many individuals and organizations that may be involved in the records for a single debt, there is always a likelihood that one or more of them can easily have more than one address where they can be reached. The system and database must be able to handle more than one active address for any entity that may need to receive mail or may need to be found, literally, at a specific location. Obvious examples are home, work, school, branch locations, etc.

C.6.5.4 Events, Messages, and Ticklers

There are many needs to record or communicate what has taken place during the litigation process or even before and after that process. There must be means available to record and communicate these events. In many instances, the events are not predictable and are informal, or their lack of frequency does not warrant formal, predefined data attributes. Often, what is needed is nothing more than the ability to record or communicate notes about a case or a debtor. These all must be recorded and made available to others that are involved. These capabilities must be accomplished through the system and its database.

(1)   **Events**: For each case, the database shall contain a chronological history of all significant events that occur during the course of the collection litigation effort, including an event description code and corresponding date. These events will include formal litigation steps as well as general administrative events.

(2)   **Messages**: The database shall contain space to record narrative information relating to non-litigation activities, such as telephonic or correspondence contact with debtors, in addition to a date the information was recorded.

(3)   **Ticklers**: The system shall be capable of establishing multiple tickler records per case to ensure proper follow up on future activities or events, including a review reason code and a corresponding date for review.

C.6.5.5 Validation, Reference, and Other Tables

(a) Much of the flexibility of a system traditionally rests in the ability of cognizant and authorized users to establish values in tables that govern how the system operates and, in some circumstances, determine what are valid data values for coded data attributes.

(b) Reference-table processing shall be able to de-activate codes that have been deemed defunct. The codes cannot be removed from the system entirely, because there are cases in the database still carrying the old codes. The system must be able to carry these entries in reference tables and continue to report on the correct codes, but not allow those old codes to be used anew, after the date and time stamp of de-activation.

(c) The following identify the primary tables now used to govern processing and validation as well as additional tables that shall be available in the ADCM system.

(1)   **Validation Code Tables**: Code tables for many of the fields in the database have been standardized. The system shall have the capability to permit changes, additions, or deletions to such code tables by authorized users. The system shall have the capacity to allow addition of new code tables. The database shall contain, at a minimum, the following code translation tables to be used in validation of data and production of documents, forms and reports.

(2)   **Client Agency Code**: The standard client (referring) agency codes are four characters in length and must be used in the database. However, the code field in the database shall be at least eight characters in length to allow for future expansion of the table. Translation of each client agency code shall contain two fields for the

main and sub-agency names, e.g., Department of Agriculture, Farm Service Agency, two fields for street address, and space to record city, state, ZIP Code plus four, and an attention line.

(3)   **Claim Origin Code**: The standard claim origin code translation indicates whether the claim was submitted by a client agency, a USAO, a DOJ division, or a forwarding organization.

(4)   **Civil Cause of Action Code**: The civil cause of action code translation indicates the type of civil action being sought, e.g., foreclosure or student loan default. The standard codes are up to four characters in length and must be used in the database. However, the code field in the database shall be six characters in length, to allow for future expansion of the table.

(5)   **DOJ Division Code**: The standard DOJ litigating division codes are up to three characters in length and must be used in the database. However, the code field in the database shall be five characters in length to allow for future expansion of the table.

(6)   **Collection Disposition Code**: The standard collection disposition codes that identify the reason for case closing are four characters in length, and must be used in the database. However, the code field in the database shall be five characters in length, to allow for future expansion of the table.

(7)   **Judicial District Code**: The standard judicial district codes are three characters in length and must be used in the database.

(8)   **Responsible Office Code**: The responsible office code shall be four characters in length and shall initially have only one code and translation, e.g., USAO for USAO within each judicial district. Table entries shall carry the office address and telephone number for each responsible office. If private counsel are utilized, table entries shall be made to reflect the name of the private counsel law firm and their applicable fee rates.

(9)   **Responsible Attorney Code**: The responsible attorney code table shall be developed uniquely for each office. This table will use the initials of the attorney (three characters), with a translation to the full attorney name. This code table shall be structured to allow different judicial districts to use the same codes. In addition, the system shall allow each judicial district to maintain its own table entries.

(10) **Responsible Technician Code**: The responsible technician code table shall be developed uniquely for each judicial district. This table will use the initials of the technician (three characters in length), with a translation to the full technician name. This code table shall be structured to allow different judicial districts or responsible offices to use the same codes. In addition, the system shall allow each judicial district to maintain its own table entries

(11) **Judge Code**: The judge code table shall be developed uniquely for each office. This table will use the initials of the judge (three characters), with a translation to the judicial district and full judge name. This code table shall be structured to allow different judicial districts to use the same codes. In addition, the system shall allow each judicial district to maintain its own table entries.

(12) **Judgment Type Code**: The standard judgment type code translation must be used in the database.

(13) **Disbursement Code**: The standard disbursement codes and translation must be used in the database.

(14) **Payment Type Code**: The standard payment description codes and translation must be used in the database.

(15) **Litigation Path Event Description**: The litigation support function of the system shall create event records based on the litigative steps taken by the system. The system shall allow for future expansion, as needed.

(16) **Review Reason Code**: The different reasons a responsible office would use to tickle a case for future review. This table shall be structured to allow each office to maintain its own table entries.

(17) **Debtor Property Interested Party Type**: The differing types of property belonging to a debtor where there is an interested third party of varying types. Among these are lien holder, spouse, mortgage holder, partner, etc.

(18) **Debtor Alias**: The table of one or more (fictitious or nick names) names by which a debtor also is known.

(19) **Employment Status**: The differing employment conditions of a debtor such as active, part-time, terminated, etc.

(20) **Spouse Status**: The differing marital conditions of debtor spouse such as current, divorced, separated, etc.

(21) **Case Type**: Identifies the type of claim as civil and criminal.

(22) **Status (Claim Debtor)**: The differing conditions of a debtor's claim such as in suspense, in payment arrangements, pending bankruptcy, etc.

(23) **Recipient Type**: The differing types of recipients of funds dispositions such as victim, government agency (referring and victim), claimant, court clerk, court, US Treasury, etc.

(24) **Address Type**: The various types of addresses contained in the database for a debtor's home or workplace, debtor property, a court, a referring agency, a bank, a

responsible office, etc.

(25) **Referral Reason**: The various reasons for a referring agency to refer a debt to the DOJ for litigation.

(26) **Subagency**: The identity of component organizations within a (referring) agency such as the Farm Services Agency of the US Department of Agriculture (see Attachment 4).

(27) **Process Server**: Identifies that process was served by the US Marshals Service or identifies the private company or individual that performed the service. The System shall allow each judicial district to maintain its own table entries.

(28) **Financial Code**: Identifies the reason for a financial payment or an adjustment transaction.

(29) **Court Type**: Indicates the type of court such as Magistrate, District, Bankruptcy, and Appellate.

(30) **Installment Cycle**: Indicates the frequency of payment under an arrangement such as monthly, weekly, quarterly, annually, etc.

(31) **Property Type**: Indicates the type of property involved in litigation actions such as home, investment home, business, etc.

(32) **Card Type**: Indicates the type of card used in making payments under an arrangement such as debit card, VISA credit card, Master Card, etc.

(33) **Post Office County**: Identifies the county in which property is located for such purposes as filing liens against debtor properties.

(34) **Instrument Type**: Indicates the type of financial instrument used to make a payment under an arrangement such as personal check, money order, cashier's check, etc.

(35) **Responsible Office Branch**: Identifies one or more branch offices under a responsible litigating office.

(36) **State**: Identifies the various fifty US states plus the District of Columbia and the US Trust Territories and Protectorates.

(37) **Organization Region**: Identifies the geographical components of an agency such as the South East Region (Region Four) of the Department of Housing and Urban Development in Atlanta GA.

(38) **Document Description**: The varying titles for documents involved in the litigation process and notices plus other communications with the debtor and others.

C.6.5.6 Historical Data

The system shall be able to create history records when changes are made to specific areas of the database. When the referred date or responsible office is overwritten by an authorized user, the system shall automatically capture both entries into a history file, prior to update. In addition, when the collection disposition code or date is overwritten, the system shall automatically capture both entries into a history file prior to update. When any of the following areas of data are overwritten, the system shall give the user an option to save all prior information to a history file:

(1) Debtor address information
(2) Debtor employment information
(3) Debtor bank information.

C.6.5.7 Archiving Data

The system shall be able to archive the database periodically, purging cases based on pre-defined aging or status criteria.   Historical, scaled-down records shall remain available on the system after purging detailed records to an external medium.

C.6.5.8 Audit Trail

(a) The system shall be able to create, maintain, and protect from modification or unauthorized access or destruction an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized.

(b) The system shall be able to record the following types of events: use of identification and authentication mechanisms, introduction of objects into a user s address space (e.g., file open, program initiation), deletion of objects, and actions taken by computer operators and system administrators and or system security officers and other security relevant events. The system shall also be able to audit any override of human-readable output markings.

(c) For each recorded event, the audit record shall be able to identify: date and time of the event, user, type of event, and success or failure of the event. For identification authentication events the origin of request (e.g., terminal ID) shall be included in the audit record. For events that introduce an object into a user s address space and for object deletion events, the audit record shall include the name of the object and the object s label. The system administrator shall be able to selectively audit the actions of any one or more users based on individual identity and or object label.

C.6.5.9 Data Access

(a) There can be complex litigation relationships between and among the litigating offices. The local USAO will always serve as local counsel for legal divisions that pursue collection enforcement unless the legal division has a local branch office. Some legal divisions monitor USAO

enforcement of debts the legal division litigated to judgment. At least one legal division shares some of its litigation efforts with USAOs. In addition, the USAOs may have similar relationships with one another. For example, a USAO may request assistance from another USAO if a deponent lives in a different judicial district than the debtor. A USAO may have a branch office that also handles litigation cases. A USAO may transfer a debt to another jurisdiction, but retain an interest in its outcome.   Two or more USAOs can be seeking to recover from one debtor who owes multiple debts or who files a bankruptcy petition in one district that affects a debt pending in another district. Finally, multiple USAOs can initiate multiple investigations that remain in the originating judicial districts, but are consolidated for settlement or other purposes.

(b) In each of these instances, all of the litigating offices must be able to access relevant case information, but in some circumstances, statistical reporting should reflect and count the case only once. The amount collected, however, may be allocated among the litigating offices to reflect the respective levels of effort devoted to recovery of the debt(s).

(c) There is a discernible variance here in the traditional concept of access controls. The normal requirement is for a responsible office to be permitted access only to its cases for updating, viewing, and reporting purposes. In the above instances, however, there must be the ability in the system to permit multiple offices (and identified users) read-only or read-and-write access to the case records when they are designated as belonging to one of these conditions.

C.6.5.9.1 On-line Querying, Retrieval, Reporting

The system shall be capable of on-line or batch reporting. Routine reports must be produced on-line and displayed at the user terminal, with the option to print it, if desired. All other reports may be hard copy to the user s printer, produced in batch mode, or available on electronic media. Any single batch report execution that exceeds one hour of wall-clock time shall have a checkpoint restart capability. The system shall be capable of producing *ad hoc* reports on demand. Whether an *ad hoc* report is allowed to run on-line or in batch mode will depend upon the amount of system resources it will use and the priority of the report. All hard-copy outputs, including letters and forms, shall be produced on standard size 8 " x 11" bond paper.

(1)   **On-line Retrieval**: Litigating and Department offices shall have on-line or interactive access to the system database for retrieval purposes. Each debt or account in the database shall have a unique system-generated identifier which can be used to retrieve on-line or interactively all information related to that debt.

The system also shall allow on-line or interactive retrieval of a debt if only the agency file number, debtor name, court number or social security number is known. Except for NCIF, DCM, DAOG, and EOUSA, the retrieval and use of information shall be restricted to the office assigned the debts, so debts assigned to other offices or jurisdictions cannot be viewed.

Exceptions, however, would be the ability for a litigating office in a particular jurisdiction to view debts belonging to a branch or private counsel in its district for whose oversight it is responsible, and the ability for the Department in Washington,

DC to view all judicial district data. Other exceptions have been discussed earlier, including cases that have been transferred to another USAO, cases that are being worked by more than one USAO (and or branch), and cases where there simply is a need to relate one case to another and permit the owners of both cases to look at the other case.

(2)   **System Reports**: The system shall be capable of producing *ad hoc* and routine reports that shall allow the Department to manage its inventory; reconcile case counts and dollar amounts with client agencies; report in various formats on financial activities; and report to OMB and the Congress on Department debt collection and litigation activities.

C.6.5.9.2 On-line Update

The system shall allow on-line, interactive update of the database from local or remote locations with the appropriate security and access control requirements addressed.

C.6.5.9.3 Concurrent Usage

The system shall be able to support simultaneous data entry and access from multiple users at the NCIF and all remote sites (see Section C.6.6.1 for user profiles).

C.6.5.9.4 Operating Environment

Section C.6 defines the environment in which the ADCM system must operate.

C.6.5.9.5 Security And Access Control

(a) The data to be housed in the system is not classified; it contains Federal debtor information which will become available to the public when lawsuits are filed against the debtors to collect their debts. Proposed security measures shall ensure only authorized persons can post payments or credits to debtor accounts and authorized persons are permitted access to only the records for which they have a legitimate interest.

> **NOTE:**   Data encryption may be required for certain ADCM system solutions. The offeror shall address this issue in their proposal (see Sections H.4.2).

(b) Security requirements that pertain to this acquisition are contained in two DOJ Orders found on the available CD-ROM, DOJ Order 2620.7, *Control and Protection of Limited Official Use Information and* DOJ Order 2640.2C, *Telecommunications and Automated Information System Security*. The following also are pertinent to this solicitation because of debt collection and litigation activities which may relate to Internal Revenue Service (IRS) cases, DOJ Order 2620.5A, *Safeguarding Tax Returns and Tax Return Information* IRS Publication 1075, Rev. 2-96, *Tax*

Information Security Guidelines, Section V, Computer System Security and Section VI, Physical Security Requirements.

(c) The system shall include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to mediate. Furthermore, the system shall be able to maintain authentication data that includes information for verifying the identity of individual users (e.g., passwords). The system shall protect authentication data so that it cannot be accessed by any unauthorized user. The system shall be able to enforce individual accountability by providing the capability to uniquely identify each individual ADCM system user. The system shall also provide the capability of associating this identity with all auditable actions taken by that individual. The system shall be able to maintain information for determining the authorizations of individual users.

(d) The system shall allow authorized administrative users to define the type and nature of access each user has. For example, a user may be restricted to read-only access, while another user may have full read and write access to certain areas of the database, e.g., the NCIF financial unit. The system shall also have the capability of restricting user access only to certain portions of the database, e.g., only to records that pertain to the judicial district case load for the district where they are located. However, it must be noted that case work load sharing does occur, whereby one USAO may be assisted by another in working a particular case. The system must support these legitimate exceptions to the organizational and jurisdictional restriction on record access that otherwise must be in place by permitting authorized administrative users to define and alter the rules for information access controls.

(e) The system shall use identification and authorization data to determine user access to information. The system shall be able to define and control access between subjects and objects in the ADCM system. The enforcement mechanism (e.g., self group public controls, access control lists) shall allow users to specify and control sharing of those objects by other users, or defined group of users, or by both, and shall provide controls to limit propagation of access rights. The discretionary access control mechanism shall, either by explicit user action or by default, provide that objects are protected from unauthorized access. These access controls shall be capable of including or excluding access to the granularity of a single user. Access permission to an object by users not already possessing access permission shall only be assigned by authorized users.

(f) The system shall be able to ensure that all authorizations to the information contained within an object are revoked prior to initial assignment, allocation or reallocation to a subject from the system s pool of unused objects. The system shall be able to ensure that no information produced by a prior subject s actions is available to any subject that obtains access to an object that has been released back to the system.

> **Note:**   When a system resource (memory or storage) is reused, there is a possibility that the new user can view residual information left in the resource by the previous user. The purpose of the above object reuse requirement is to prevent the inadvertent disclosure of residual information. Since object reuse may impact system performance, care should be taken in selecting and testing object reuse.

C.6.6 Processing Characteristics

C.6.6.1 User Profiles

(a) The ADCM user community is composed of a diverse group of Government and non-government individuals from many different organizations. Listed below are the organizations that the Department anticipates will form the ADCM user community. While access to the system will be accomplished in phases (see Section C.6.8), the ADCM system must be capable of supporting all of the estimated 1,200 users described below.

   (1)   **US Attorney Offices (USAO):** There are 94 judicial districts located throughout the United States and its territories, each having a USAO with a Financial Litigation Unit (FLU) responsible for the litigation and collection of debts. A typical FLU includes an Assistant United States Attorney (AUSA), a supervisor and usually several collection (legal) technicians. The AUSA in charge of the FLU will typically be a read-only user of the ADCM for the purpose of conducting inquiries and producing and reviewing reports and statistics. The collection technician(s) will be full-system users and are responsible for conducting the day-to-day activities associated with the debt collection litigation process. The FLU supervisor will be a full ADCM system user with additional administrative responsibilities, typically the only USAO representative with access to perform certain ADCM functions such as altering local judicial district system tables (e.g., Responsible Attorney, Responsible Technician and Judge tables). Each user within a USAO will have access only to those cases assigned to their particular judicial district (including those of any private counsel employed in the district). Also, a number of USAOs have branch offices that will have similar types of users. The total number of USAO users is estimated at 560.

   (2)   **Office of Debt Collection Management (DCM):** DCM is the organization charged with implementing the concept of a centralized intake facility and full automation for all referred Federal civil debts as well as implementing the private counsel pilot project, contracting with private law firms to support the Department in bringing litigation actions against debtors. The DCM users of the ADCM system in the headquarters office will conduct inquiries and generate reports and statistics. The DCM users will have access to all data. The total number of DCM headquarters users is estimated at 4.

   (3)   **Debt Accounting Operations Group (DAOG):** DAOG is the organization within the DCM charged with accounting for, disbursing, and reporting on moneys collected through the various debt collection litigation activities of the litigating offices. The DAOG interacts with the USAOs, the referring agencies and the Treasury Department to account for and distribute incoming collections. The DAOG users of the ADCM system will conduct inquiries and generate reports and statistics relating to the financial transactions posted to all debtor accounts. The DAOG users will have access to all data. The total number of DAOG users of the ADCM system is estimated at 6.

   (4)   **Nationwide Central Intake Facility (NCIF):** NCIF users of the ADCM will be

comprised of Contractor support services staff (CLIN 02-1500) and DOJ staff and will take many different forms. The DOJ staff and all Contractor staff will have inquiry and reporting access for all debts; Contractor staff responsible for financial data entry will have additional access to the financial portion of the system for all debts; Contractor staff responsible for new claim entry will have appropriate access to enter new claims. Other Contractor staff such as the System Administrator will have additional access for purposes such as establishing security profiles and troubleshooting problems. The total number users at the NCIF is estimated at 30 (24 Contractor support staff and 6 DOJ staff).

(5) **Private Counsel Firms:** Each private counsel firm under contract to the Department represents a particular judicial district. Although private counsel users of the ADCM will typically be composed of the same mix of user types as the USAOs, their access will be limited to those cases that are assigned to their particular office within the judicial district and they will not be allowed the supervisory access to alter local judicial district tables. The total number private counsel users is estimated at 210.

(6) **Referring Agencies:** Referring agency users of the ADCM will conduct inquiries and produce reports. Their access will be limited to those cases which were referred by the agency that they represent. The total number of referring agency users is estimated at 80.

(7) **Justice Litigating Divisions:** It is anticipated that types of ADCM users from Justice's Litigating Divisions (Antitrust, Civil, Civil Rights, Criminal, Environment and Natural Resources, and Tax) will be similar to those of the USAOs. Their access will be limited to those cases that are assigned to their particular division, or for those cases where they play a role (e.g. shared or monitored with the USAO). Each litigating division has several branch locations. Although the role of the litigating divisions in the use of the ADCM system has not fully been defined, the total number of litigating division users is estimated at 70.

(8) **Executive Office for US Attorneys (EOUSA):** EOUSA users of the ADCM will conduct inquiries and produce reports and statistics on all debts. The total number of EOUSA users is estimated at 10.

(9) **Other Users:** Other potential ADCM system users will represent a variety of user types already discussed above, and may be comprised of additional USAO or private counsel personnel for the support of foreclosure, bankruptcy or criminal collection work, or could be comprised of clerks of court, probation office or other potential users of ADCM data for the support of criminal debt collection. The total number of "other" potential ADCM system users is estimated at 230.

(b) The USAO, private counsel offices and Justice litigating divisions are the groups responsible for the actual litigation and collection of all debts. They represent the largest group of ADCM system users and are often referred to collectively as the "litigating offices."

(c) The ADCM System must support a variety of user types, each having different privileges

and capabilities. First among these, the system must support a System Administrator function which is permitted to perform all possible system functions and all data accesses. This function shall have problem diagnostic and analytical tools available that are unavailable to all other categories of users. The System Administrator support services labor category (see Section C.7.4.3.3) shall perform in this capacity and shall be trained by the Contractor.

(d) There are three user categories which are described below with the possible user types included within each category. The Contractor shall be responsible for ensuring each ADCM user is given the access level specified by the COTR.

(1) **Supervisory Full-System User**: This category represents a level above the full-system user. This level additionally shall be responsible for table maintenance for their particular judicial district (USAO) or division (litigating division).

(2) **Full-System User**: This category represents users in the litigating offices that actively operate the system during their day-to-day work in pursuing the litigation and collection of debts. In addition to conducting inquiries, these users add and change debtor data, generate a variety of documents, work daily lists of collection activities, enter messages, track events, etc. Full-system user access to data varies according to location and position, as explained above. However, under no circumstances can any full-system user have access to enter financial data or initiate new claims.

(3) **Limited-System User**: This category represents users who have read-only access for inquiry and reporting of all data, as well as users who have the same access, but only to a particular subset of data (referring agency, AUSAs, etc.).

(e) A final user category must be supported that is permitted to perform only such functions as initiating new claims on the ADCM or posting financial transactions. This category shall include NCIF Contractor staff that shall be trained by the Contractor.

C.6.6.2 Printing and Downloading

The system must provide the following printing and downloading facilities:

(1) The ability to download and print one or more selected outputs to a printer connected (either directly or as a shared network device) to the user's workstation.
(2) The ability to download ADCM data for one or more selected documents to the user workstation and store the documents in a user-specified disk file for later printing or manipulation through a word processor.

C.6.6.3 Availability

(a) The system shall be available to all ADCM users on a continuous basis as follows: Monday through Friday from 7:00 a.m. to 2:00 a.m. (19 hours); Saturday from 7:00 a.m. to Midnight; and Sunday from 10:00 a.m. to Midnight. All times are Eastern Time. "Available" is defined as the

system allowing any user to log onto the system, execute all system functions, search all database files, enter any data, and retrieve and download any requested information.

(b) The system shall be available, as defined in paragraph (a) above, on a monthly basis, so that system downtime is no greater than one (1) hour of the required period of system availability per month. System downtime is that period of time when the system is not fully available to users due to a malfunction or limitations in the ADCM equipment, software, or communications connections to the common (DOJ provided) communications interface at the JDC-W.

(c) Downtime will be measured on a monthly basis and included in the System Availability Report (see Section C.6.3.3(14)).

C.6.6.4 Response Time

(a) System response time is defined as the time required by the ADCM (central server) computer to process a user request, once that request has been received by the ADCM (central server) computer. (System response time excludes time required for the request to be transmitted across the communications network from the user's workstation to the ADCM (central server) computer and time required for the response to the request to be transferred across the communications network from the ADCM (central server) computer to the user's workstation.)

(b) The Contractor shall guarantee the following overall response time for the entire term of this contract:

(1)   **Data Entry Transactions:** Less than one second.

(2)   **Update Transactions:** Less than one second averaged over the month.

(3)   **Report Response:** Less than 90 seconds.

(c) Response time will be measured on a monthly basis and included in the Contractor's System Response Time Report (see Section C.6.3.3(15)).

C.6.6.5 Other Electronic Interfaces

(a) The ADCM System must support electronic interfaces with other systems within the Federal Government. This interface initially shall be in the form of an extract of selected database contents to a magnetic tape. Ultimately, these and other interfaces may be accomplished by means of an electronic file. The following are the current interfaces:

(1)   **Administrative Offsets**: The ADCM system must create an extract of potential debtors and organizations eligible for offsets to be sent *via* DAOG to Treasury. Also, there must be provisions for an indicator in the database of each case selected for that tape so that field personnel can identify the cases selected. In addition, the system must produce a weekly extract which shall include additions and deletions

and reductions to previous items and automatically notify affected field users or generate notices. Following contract award, details of this interface shall be provided by the government to the Contractor.

(2)   **EOUSA Extract**: The ADCM System must create an extract of pertinent ADCM database data for the purpose of updating EOUSA s Central System. This output shall only be required until all USAOs are implemented on ADCM, at which time this process shall be replaced by another electronic data exchange. See section C.4(b)17.

(3)   **Credit Alert Interactive Voice Response System (CAIVRS)**: The ADCM System must create an extract of data relating to debtors with pending claims in judgment status. Following contract award, details of this interface shall be provided by the government to the Contractor.

(4)   **Departmental Case Management Reporting System (DCMRS)**: The ADCM System must create an extract of data pertaining to all claims containing a Departmental case management number. Following contract award, details of this interface shall be provided by the government to the Contractor.

(b) There are additional organizations and systems within the Federal Government with which the ADCM may interface at some point. The following are a few examples:

(1)   **Referring Agencies**: The database shall indicate the referring agency or organization for each debt claim received. In the future, The Department may wish the ADCM System to have an electronic interface with referring agencies or organizations to automatically accept debt referrals.

(2)   **Criminal Debts and the Courts**: Very similar to the referring agencies, the Department may choose to incorporate collection of criminal debts due the Federal Government that result from actions taken under Federal criminal statutes. If and when that occurs, there may be some interface with a US Courts system to effect the referral process.

(c) There are private sector services and systems with which the ADCM may interface at some point. The following are examples:

(1)   **On-line skip tracing** - an operational design feature that provides the ability to create an output, on a user-defined frequency and in a user-defined electronic medium, be that a magnetic tape or an electronic address, of selected database contents, and to route the output to a user-defined destination for the purpose of attempting to locate a debtor.

(2)   **Automated credit bureau interfaces** - an operational design feature that provides the ability to create an output, on a user-defined frequency and in a user-defined electronic medium of selected database contents, **for a solitary debtor**, and to route that output to a user-defined destination for the purpose of checking credit record

information pertaining to a debtor. It is important to note that the Federal Government must perform this process **on only one debtor at a time**. To do otherwise would be in violation of the Privacy Act, as it pertains to Federal systems.

(3)   **Outgoing mail outsourcing service** - an outside but affiliated service option to accept outgoing mail correspondence information from the system and handle all aspects of ensuring the materials are timely placed into the hands of the US Postal Service for delivery.

(4)   **Automated telephone management** - an outside but affiliated service option to provide, install, and train selected users in a system-driven telephone call management process to assist in certain debt collection-related activities.

(5)   **Private counsel electronic invoicing, payment aging under the Prompt Payment Act, and disbursement of fees and expenses** - an operational design feature that provides the ability to receive private counsel invoices by electronic means; ensure payments on private counsel invoices are not made before or after they are due, but just in time ; and make disbursements by one of the electronic means available to the Federal Government.

(6)   **Electronic Data Entry** - an operational design feature that permits receipt of debt referrals *via* magnetic tape or electronic media, receipt of payments *via* an automated transmission from the lock box bank, and the ability to support pre-authorized debits, payments by credit and debit cards, and payments by other electronic methods.

(7)   **Provision of Graphical Output of Debt Collection Litigation Tracking Data** - an optional operational design feature that provides the ability to create an output in a user-defined electronic medium of selected database contents and either to use the data contents as input to a self-contained product that portrays information graphically or to route that output to the user work station where it can be used as input to a graphics product.

C.6.7 Documentation

The Contractor shall furnish user manuals and publications for the system furnished under this contract.

C.6.7.1 On-line And Hard-copy Documentation

The Contractor may propose the use of a documentation package that is accessible through an on-line help feature of the system, if the Contractor s system will accommodate a full or partial documentation package. In the event an on-line documentation package is proposed by the Contractor and accepted by the COTR for one or more of the manuals, the Contractor must still supply two hard copies of each manual to the COTR and one hard copy manual to each office

utilizing the on-line documentation package.

C.6.7.2 <u>User And Reference Documentation</u>

(a) The Contractor shall provide manuals in sufficient quantities so that each user receives a copy of the manual(s) or section(s) of the manual which applies to that person s function during the conduct of training for each such person. Two copies of each manual shall be provided to the COTR for review and approval at the same time that customized software is made available for DOJ testing (see Section C.6.8.1, Phase I). The final version of each manual shall reflect the substance of any comments provided to the Contractor by the COTR.

(b) Each manual shall be a complete guide to the performance of all activities associated with a particular function. The manuals shall progressively describe, in narrative fashion, each step involved in performing the activities. The manual for each function shall be organized by discrete activity and shall contain a comprehensive table of contents and a comprehensive index so as to direct readers to proper procedures for each activity and shall be provided in standard, three-ring binders to permit the incorporation of new instructions and revisions without the need for rewriting or reordering the entire manual.

(1) **NCIF Procedures Manual:** The Contractor shall develop and distribute a procedures manual for use by all NCIF personnel. This manual shall be used in conjunction with Contractor training occurring during Phase I of the system implementation and shall include detailed procedures for receiving, screening, processing, forwarding and monitoring debts. The manual shall discuss use of input forms or source documents, methods of entering data into the system, all financial processing, and quality control. The manual shall be divided into logical sections or chapters that can be used independently by personnel that perform a particular function.

(2) **System Operations Manual**: The Contractor shall deliver a manual to each user office (location) which provides a technical description of the ADCM System and its operations. This manual shall be used in conjunction with the Core Training provided during the implementation phase as discussed in the Contractor s proposal section entitled System Implementation and Maintenance Plan .

(3) **System Users Guide**: The Contractor shall provide and distribute to each user a manual in two versions. The first version shall be designed for "full system" users in the litigating offices. The second version shall be designed for "limited-system" users. These manuals shall be used in conjunction with the Core Training provided during the implementation phase as discussed in the Contractor s proposal section entitled System Implementation and Maintenance Plan .

The first version, for **full-system users**, shall describe, in detail with step-by-step instruction, all on-line functions available to users. The manual shall include DOJ policy guidelines necessary for the entry of information on the system. The manual shall instruct users in the definition and generation of reports, providing samples of

all reports available, with a brief statement of the purpose of each.

The second version, for **limited-system users**, shall provide a brief introductory section on the interface of the litigating offices with the Facility and the responsibilities of each office with regard to the system and its maintenance. The manual shall provide step-by-step instruction and explanation on how to query the database. The manual also shall discuss all reports available on the system for day-to-day users as well as management, providing sample reports, with complete instructions on their purpose and how they are generated on the system.

(4)   **Other Manuals**: In addition to the above-specified documentation requirements, the Contractor shall provide the manuals listed below. These other manuals are not limited in medium only to hard copy.

> ADCM RMS System Design Manual
> ADCM RMS User Manual
> ADCM RMS Training Manual
> Financial Operations Procedures Manual
> Field Implementation System Design User Manual
> Case Processing Procedures Manual
> Disaster Recovery Manual
> Private Counsel Implementation Procedures Manual
> Help Desk Procedures Manual
> Outlook E-mail Instruction Manual
> Outlook Training Guide Parts I   II

C.6.7.3 Documentation Updates

The Contractor shall notify the Department as soon as updated versions of the above documentation items (due to Contractor sponsored system changes (see Section C.6.9) or changes initiated under the support services portion of this contract (see Section C.7)) become available. The Department will specify its requirements, if any, for such updates in numbers not to exceed the initial requirements stated above. Requirements for these updates shall be satisfied promptly. Whenever a system modification or change in procedures is made throughout the term of this contract, the Contractor shall provide updates to all affected documentation in the same numbers as those manuals were originally provided, and to the COTR. Updates shall be distributed concurrently with completion of the system modification or implementation of the new procedures, whichever applies.

C.6.8 Implementation

(a) The completion dates for Contractor implementation of Phases I and II, as well as the Department s related inspection activities and responsibilities is described in Sections C.6.8.1 and C.6.8.2. The Contractor shall maintain and update a detailed Gantt chart of all implemenation activities for the duration of Phases I and II.

(b) Section J, Attachment 3 lists the 94 USAOs to be implemented under Phase I (COLLECTOR sites) and Phase II (all TALON sites). The order of USAO implementations will be mutual agreed upon between the COTR and the Contractor.

(c) In preparation for the conversion of data from the pertinent legacy systems, the Department will be responsible for developing extract data formats for each of the systems (COLLECTOR and TALON) and providing file layouts to the Contractor. The Contractor shall analyze the COLLECTOR (under Section C.6.8.1) and TALON (under C.6.8.2) extract data files and, define and map that data to the ADCM system. Department representatives with knowledge of the legacy systems will provide assistance to the Contractor for purposes of defining the specific details of data mapping. The Department will provide the actual data for conversion in accordance with the implementation schedule. See the Virtual Reading Room on CD-ROM for information pertaining to data structures for TALON and COLLECTOR (the latter being found in the documentation file entitled *"infosyst.doc"*).

> **Note:**   The Contractor will be responsible for maintaining (under task order, see Section C.7.3) both COLLECTOR and the NCIF System while the ADCM is being implemented. After the Phase I implementation is completed and accepted by the Department, COLLECTOR will no longer be supported. After the Phase II implementation is completed and accepted by the Department, the NCIF System will no longer be supported.

(d) The Contractor shall provide the services of a System Implementation Manager who shall be the primary point of contact for the COTR for all activities directly related to ADCM implementation. These activities shall include the planning, coordinating, scheduling, and conducting of ADCM demonstrations, scalability testing (support), user training and documentation, and actual deployment of the ADCM System to its users. The System Implementation Manager shall be available for regularly-scheduled meetings at DOJ sites in the Washington, DC area to discuss and develop detailed plans and schedules for the implementation. Due to the criticality of the implementation-related activities, the System Implementation Manager must maintain close communications with the COTR to ensure full and mutual awareness on the part of both parties concerning the intent, progress, and anomalies of the implementation processes. The System Implementation Manager shall be responsible for managing all Contractor staff involved in the implementation and shall be a key participant and contributor to all Contractor status reporting and reviews.

C.6.8.1 Phase I

(a) Phase I implementation includes a total of **100 users** at the Nationwide Central Intake Facility and the following judicial districts including their 16 Private Counsel offices:

(1)   California Central, in Los Angeles
(2)   California Northern, in San Francisco
(3)   District Of Columbia, in Washington
(4)   Florida Southern, in Miami

(5)   Michigan Eastern, in Detroit
(6)   New York Eastern, in Brooklyn
(7)   Texas Southern, in Houston.

(b) All Phase I requirements shall be completed no later than **183 calendar days** from the effective date of the contract. The completion date includes the 30-day inspection period after successful deployment. At a minimum, implementation shall include allow for all of the following:

(1)   At least 60 calendar days for the Department to provide and install (as appropriate) all items explicitly described in Section C.6 as being provided by, or the responsibility of the Department relating to the ADCM system.

(2)   At least 30 calendar days for the Department to review the system for compliance with the RFP security requirements. This review can be concurrent with other items described in this paragraph (b) provided that the concurrent reviews testing do not interfere with one another.

(3)   The Contractor shall conduct an informal demonstration of the customized version of the system for the COTR, agents of the COTR, which may include independent third party evaluators, and other DOJ personnel to show that all contract requirements are being met and software changes were made without disrupting execution of the unaltered portions of the system. If changes to the system are made in the customization process which could potentially impact the system s ability to handle the anticipated workload, the Department reserves the right to repeat the preaward scalability test as described in Section M.2 of Solicitation JSJMD-97-R-0025.

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(4)   Following the successful demonstration of the customized system, the Department will conduct a shakedown test of the system as described below. The test will be conducted during normal business hours, not to exceed ten (10) business days in duration.

(A)   The shakedown test will include: testing of various user id and password combinations to ensure appropriate levels of access for authorized users; entry of new claims, including assignment of the claims to the appropriate judicial district and litigating office; addition, modification and deletion of claim information; entry of financial transactions (payments and adjustments), including interest accrual, application, reapplication, payment distribution, calculation of private counsel contingency fees, audit trails, transmission of data to DAOG, and calculation of future balances; verification of code table population; testing of the automatic litigation support function, including the step-by-step litigation process, tracking of events and follow-up activities, calendar-driven generation of documents, and the ability to alter the litigation process within judicial district; the production of NCIF and litigating office reports, statements, forms and statistics; and, other testing as necessary to ensure compliance with all ADCM system requirements specified in Section C.6 through C.6.6.

(B)   When problems are encountered during the shakedown test, the Department will provide the Contractor with a written problem report identifying the problem and determining whether the problem is major (having a significant impact on the business functionality of the ADCM system), moderate (no significant impact on the business functionality of the system, but more than cosmetic in nature), or minor (only cosmetic in nature with no impact on system functionality). The Contractor shall provide the COTR with a written estimate of the time required to fix the problem as well as written notification when the problem has been resolved and a retest can be attempted. In most instances of minor and moderate problems, the Department can and will continue the shakedown test during problem resolution, and only repeat testing of the individual problem(s) fixed by the Contractor. However, if any major problems are encountered, the Department will require a restart of the 10 business-day shakedown test.

(5)   Following successful completion of the shakedown test, the Contractor shall perform a test conversion of the COLLECTOR data from the COLLECTOR system and prepare and submit a draft Conversion Audit Report (electronic format preferred, WordPerfect or Microsoft Word for Windows) to the COTR.

(6)   Following the successful completion of the COLLECTOR test conversion and submission of the draft audit report to the COTR, the Department will conduct a shakedown test of the ADCM system conversion database as described below. The test will be conducted during normal business hours, not to exceed five (5) business days in duration.

   (A)   Review of the Conversion Audit Report(s) for each office s converted data, to ensure: the numbers of pending and closed cases from the legacy system to the ADCM are the same; the total of debt balance components and total amounts collected from the legacy system to the ADCM are the same; the field-to-field conversion for select cases is documented properly; and any exceptions of data not converted, for whatever reason, are properly identified.

   (B)   Review of selected converted claims on the ADCM system to ensure that: converted claims can be readily accessed; converted data was properly mapped into the system; claims were converted with appropriate status reflected (e.g. closed, in payment arrangement status, in suspense, etc.); claim and payment histories converted fully and correctly; and all codes requiring interim conversion from the legacy system to the ADCM were handled properly.

   (C)   Conducting a brief shakedown test of the ADCM system containing converted data to ensure that: additional claims can still be added to the system and prior functionality is not affected; converted claims can be accessed and modified according to authorized user levels of access; financial transactions

(payments and adjustments) can be posted to converted claims or newly-entered claims and the system still functions properly; "automatic system functions, such as compounding of interest on judgments, work properly on converted claims; litigation support capabilities of the system function properly on converted claims; standard and *ad hoc* reports can be properly generated on converted claims; and, other testing as necessary to ensure that, once data is converted to the ADCM, the system continues to comply with all ADCM system requirements specified in Section C.6 through C.6.6.

    (D)   When problems are encountered during the review of the Conversion Audit Report(s) (e.g., reports not "in balance"), the Department will stop the test. In this instance, the Contractor shall re-convert the data and re-generate the audit reports. Once the Conversion Audit Report(s) are in balance and correct, the 5-day conversion test will be restarted by the Department. When problems are encountered during the system portion of the conversion test, they will be documented in writing by the Department and discussed at least daily with the Contractor. The written documentation of those problems will be presented to the Contractor when all other testing has been completed. However, if during the conversion test the Department encounters problems that, until resolved, will inhibit the continuance of testing (e.g., unable to retrieve converted data, automatic litigation processing not acknowledging converted cases, etc.), the problem(s) will be discussed with the Contractor and the test will be stopped. In this instance, the Contractor shall address the problems, re-convert the data, re-generate the audit reports, and the 5-day test will be restarted by the Department. The Department will make its best effort to test as much of the converted database as possible prior to requesting a restart of the test in order to preclude the future discovery of other problems requiring another restart.

(7)   Following the successful testing of the ADCM system conversion database, the Contractor shall perform the final conversion of all COLLECTOR data from the COLLECTOR system to the ADCM system, including preparation and submission, to the COTR, of the final Conversion Audit Report.

(8)   Following the successful testing of the ADCM system conversion database, the Contractor shall conduct the appropriate Core training (see Section C.7.1).

    Notes: Core Training may be conducted simultaneous with the final data conversion under item (5) above. The Department will be responsible for ensuring that the task order for Core Training is issued in a timely manner and all users attend the training, as well as paying for all travel costs for system users. Users who are unable to attend the scheduled Phase I Core Training will do so under the Phase III Core Training (see Section C.7.1.1(d)).

(9)   Upon completion of the Core Training, the Contractor shall deploy the system to all applicable users at the specified access level.

(c) At the conclusion of this implementation, all 100 users shall have been trained (unless unable to attend the scheduled course due to no fault of the Contractor) and be able to access and fully utilize the ADCM system from their respective workstations. The Department shall have 30 days to ensure that the ADCM system is operating as required. The COTR will notify the Contractor in writing as to final acceptance of all Phase I requirements.

C.6.8.2 Phase II

(a) Following successful completion of the Phase I shakedown test (see Section C.6.8.1(b)(2), the Contractor shall commence with Phase II. The Phase II implementation includes a total of **450 (additional) users** in the other 87 judicial districts including associated private counsel offices.

(b)   All Phase II requirements shall be completed no later than **304 calendar days** from the effective date of the contract. The completion date includes the 30-day inspection period after successful deployment   At a minimum, implementation shall include allow for all of the following:

(1)   Following successful completion of the Phase I shakedown test (see Section C.6.8.1(b)(2)), and upon receipt of written notification from the COTR, the Contractor shall perform a test conversion of the TALON data from the TALON system. Prepare and submit a draft Conversion Audit Report (electronic format preferred, WordPerfect or Microsoft Word for Windows) to the COTR.

(2)   Following the successful completion of the test conversion and submission of the draft audit report to the COTR, the Department will conduct a shakedown test of the ADCM system conversion database as described in C.6.8.1(b)(4). The test will be conducted during normal business hours, not to exceed five (5) business days in duration.

(3)   Following the successful testing of the ADCM system conversion database, the Contractor shall perform the final conversion of all TALON data from the TALON system to the ADCM system, including preparation and submission, to the COTR, of the final Conversion Audit Report.

(4)   Following the successful testing of the ADCM system conversion database and after final acceptance of the Phase I implementation (see Section C.6.8.1(c)), upon receipt of written authorization from the COTR, the Contractor shall conduct the appropriate Core training (see Section C.7.1).

   Notes: Core Training may be conducted simultaneous with the final data conversion under item (3) above provided that Phase I has been completed and the Contractor has received written authorization to proceed from the COTR. The Department will be responsible for ensuring that the task order for Core Training is issued in a timely manner and all users attend the training, as well as paying for all

travel costs for system users. Users who are unable to attend the scheduled Phase II Core Training will do so under the Phase III Core Training (see Section C.7.1.1(d)).

(5)   Upon completion of the Core Training, the Contractor shall deploy the system to all applicable users at the specified access level.

(c) At the conclusion of this implementation, all 450 (additional) users shall have been trained (unless unable to attend the scheduled course due to no fault of the Contractor) and be able to access and fully utilize the ADCM system from their respective workstations. The Department shall have 30 days to ensure that the ADCM system is operating as required. The COTR will notify the Contractor in writing as to final acceptance of all Phase II requirements

C.6.8.3 Phase III [Option]

(a) Following final acceptance of the Phase II implementation, the Contractor shall commence with Phase III as directed by the Contracting Officer (see Section F.1.3). The Phase III implementation may include:

(1)   Up to **500 (additional) full-system users** in the Litigating Divisions, USAO branches, additional Private Counsel firms, or other USAO users such as bankruptcy and criminal.

(2)   Up to **150 (additional) limited-system users** in DCM, EOUSA, Referring agencies, or other users.

(b) For this Phase, all data conversion (as necessary) and training will be accomplished under separate task order to be issued by the Contracting Officer. The Contractor is responsible for deploying the system to all applicable users at the specified access level.

(c) At the conclusion of this implementation, all additional users shall have been trained and be able to access and fully utilize the ADCM system from their respective workstations. The Department shall have 30 days to ensure that the ADCM system is operating as required. The COTR will notify the Contractor in writing as to final acceptance of all Phase III requirements

> **Note:**   The above inspection and acceptance procedure will take place each time the Phase III option is exercised by the Department.

C.6.9 Maintenance
(a) Following final acceptance of each Phase of the system implementation (see Section C.6.8), the Contractor shall be responsible for ensuring that the ADCM system meets the requirements of Section C.6 through C.6.7 throughout the term of this contract, including any options which may be exercised by the Department. In this role of ensuring continued access to a fully functional ADCM system, the Contractor is responsible for: equipment maintenance (emergency and regularly scheduled), software product(s) maintenance, configuration

management, system backup and recovery, and disaster recovery. Pricing Table B-1 Maintenance charges shall not begin accruing until the day after acceptance by the Department of that phase of the system implementation.

(b) The Department will only be responsible for those computing and communications resources explicitly described in Section C.6 as being the responsibility of the Department.

(c) Use of any Contractor controlled facility(ies) during the maintenance period for remote maintenance, remote monitoring, backup and recovery, and disaster recovery is subject to the security requirements of Section H.4.2.

(d) Software maintenance shall cover all software components as implemented and accepted under the Phase I system implementation (see Section C.6.8.1). Software maintenance shall consist of correction of errors, provision of regularly scheduled (Contractor-sponsored) modifications and improvements, plus any other revisions or renewals. Documentation updates made necessary by any maintenance action shall be provided as specified in Section C.6.7.3.

> **Note:**   In order to maintain the most useful and effective automated system, and in response to requests from various system users, the Department may (after contract award), on occasion, require the Contractor to expand or enhance the system with the addition of new data elements, system features, or programmed reports. . These types of services will be acquired via task order under the provisions of Section C.7.2 but may also impact the Table B-1 maintenance unit price(s).

(e) Backup and recovery services must ensure lost programs and or data are recovered and restored so that processing can resume within one (1) hour of the cessation of processing. The Contractor shall update its Backup and Recovery Plan annually and submit it to the COTR by each October 15.

(f) Disaster recovery services shall ensure that full system access is restored within 120 consecutive hours after the event (natural disaster). The Contractor shall update its Disaster Recovery Plan annually and submit it to the COTR by each October 15.

(g) Other system products which the Contractor announces, improves, or may develop for general use, shall be made available to the Department on the same basis that such products are provided to the Contractor s commercial customers as described in Section H.14 Engineering Changes.   The delivery and implementation dates shall be mutually agreed upon by the Contractor and the Contracting Officer. The COTR shall be provided with full documentation of all Contractor changes and or modifications to the system provided to meet the requirement. The Contractor shall continue to correct any latent defects of the ADCM system.

> **Note:**   Archiving of data will be the responsibility of the Department or may be acquired via task order.

C.7 SUPPORT SERVICES

This section describes the Contractor support services that may be ordered by the Department through the issuance of a task order (see Section C.5.2).

C.7.1 ADCM System Training

C.7.1.1 Core Training

(a) The Contractor shall provide formal classroom training for all users of the ADCM system. This training shall include step-by-step instruction in the use of the ADCM and shall include any necessary explanation of local hardware or communications procedures to be used in conjunction with the system. The Contractor shall develop and present courses and training materials appropriate for the two categories of users (Supervisory Full-System, and Limited-System) as described in Section C.6.6.1.

(b) The Contractor is responsible for providing: a fully furnished training facility(ies), complete course materials for each student (i.e., system user), computer equipment, and a fully qualified instructor(s).

(c) Training for all Phase I   II users shall be accomplished within the Section C.6.8.1 and C.6.8.2 timeframes.

(d) Training for Phase III users shall be as specified in the task order. These task orders may include other users who were unable to attend previously scheduled training sessions.

(e) At the conclusion of the training, each user shall be capable of performing their assigned work using the ADCM system. Each user shall be provided a training assessment form for completion at the conclusion of each training course.   A copy of all completed forms shall be provided to the COTR within seven (7) days following completion of the training course.

C.7.1.2 Refresher Training

Refresher or follow-up training is intended to remind users of areas of system use that system error reporting suggests is warranted. The following refresher training is available under this contract:

(1) **2-Day Refresher Training Course (CLIN 02-1201):** Provides up to 2 days of formal classroom training to retrain the ADCM users on any monitored and documented problems and resolutions, any major functional changes to the system, or any policy changes with respect to the system identified by the Department. Topics covered in a 2-day refresher course will be more advanced and complex in nature and require a full 16 hours of instruction. Possible topics include changing debtor data, building schedules, generating the appropriate reports, forms, and letters, or setting up the decision management functions.

(2)   **1-Day Refresher Training Course (CLIN 02-1202):** Provides up to 1 day of formal classroom training to retrain the ADCM users on any monitored and documented problems and resolutions, any major functional changes to the system, or any policy changes with respect to the system identified by the Department. Topics covered in a 1-day refresher course will be more basic in nature and require no more than 8 hours of instruction. Possible topics include querying functions, reporting functions, or basic overall system functionality.

(3)   **2-Day Refresher Training Materials (CLIN 02-1203):** Provides self-study materials for topics covered in the 2-day refresher training course. The self-study materials provided under this CLIN are available for those users who cannot attend formal classroom training.

(4)   **1-Day Refresher Training Materials (CLIN 02-120):** Provides self-study materials for topics covered in the 1-day refresher training course. The self-study materials provided under this CLIN are available for those users who cannot attend formal classroom training.

C.7.1.3 Supplemental System Training Documentation

Development and presentation of new different training materials courses:

(1)   To support new processes or programs as required by the Department or as necessitated by significant new system features offered by the Contractor and to be implemented by the Department.

(2)   For Department-sponsored conferences or other events.

C.7.2 ADCM System Enhancements

(a) During the life of this contract, the Department may, at its discretion, require the Contractor to develop and implement enhancements to the system as a result of:

(1)   New or revised legislation, policy, or procedures affecting debt collection.

(2)   Technological advancements in the industry or as implemented in the ADCM user community and affecting the users ability to access the system.

(b) The Contractor will typically be responsible for: researching, planning, analyzing, developing and implementing system modifications or enhancements. Deliverables will generally include system analyses, requirements analyses, testing and deploying. The task order will address estimated system impact, staff resource requirements, and time to accomplish. Potential training and documentation requirements may also be included on the same task order.

(c) Contractor support may also be required to perform data conversion under the Phase III

implementation of the DOJ Litigating divisions.

C.7.3 <u>NCIF Support</u>

      The following sections describe the requirements for operating the NCIF exclusive of the ADCM System maintenance requirements which are specified under Section C.6.9. Operation of the Facility may entail re-organizing and or expanding office space, acquiring additional furniture, office equipment, and supplies, establishing maintenance contracts for office equipment, and arranging courier and other delivery services. In addition, the Contractor shall be responsible for planning and execution of all tasks associated with the transition of Facility and system processes, activities, and equipment without adverse impact on daily and ongoing operations.

C.7.3.1 <u>New Claims Processing</u>

      (a) The work flow and responsibilities of the Contractor in processing and updating case information received by the Facility are described in this section. Manuals and documentation providing step-by-step instruction for each of these processes are available at the Facility site, and shall be modified by the Contractor as required by the COTR. All procedures and operations are subject to audit by the Department at any time.

      (b) In general, the Contractor will be responsible for the following:

    (1)   **Mail Room Processing**: Every piece of mail received at the Facility shall be date stamped immediately upon receipt, and the mailing envelope retained with the correspondence or referral package. The responsibility of Contractor mail room personnel shall include logging in mail, verifying the judicial district to which the debt has been directed, forwarding the mail to the applicable processing area or DOJ representative, and preparing the packages for mailing out once they have been processed. A government-owned postage meter machine will be provided. However, the Contractor shall be responsible for mailing services and postage expenses. The Contractor shall promptly process any mail returned to the facility by making the appropriate notations in the system claim record, and or forwarding the mail to the appropriate or responsible litigating office, according to procedures found in the New Claims Entry Manual.

    (2)   **Screening Referred Debts**: Case screening in accordance with the provisions of this section, the current screening procedures found in the Facility s Case Processing Manual, and any subsequent guidelines or direction the government may provide. Facility personnel shall review the Claims Collection Litigation Report (CCLR) - the form used by Federal agencies to submit referrals for litigation -- to ensure all essential information concerning the debt has been provided and that the statute of limitations has not expired. The entire debt file shall be reviewed and compared to government-furnished guidelines to determine whether the documents necessary for litigation have been included. Debts not accompanied by a CCLR, or debts with a CCLR that lack essential information, shall be returned to the original

referring agency or organization.

Contractor personnel shall review the Case Initiation Sheets (CIS) -- the form used by USAOs to request the entry of new cases received directly -- to ensure all required information has been provided. When a CIS is found to lack required information, the Contractor shall call the appropriate USAO representative to obtain the necessary information. When a debt is defined through actions taken by the Justice litigating divisions, notification is made through the CIS form. A sample of each of these forms, completed with fictitious data, is included on the available virtual reading room CD-ROM.

(3) **New Claims Entry and Update**: All data entry required to create new claims and update the Facility's databases. All debts received at the Facility shall be entered into the appropriate Facility system(s), including those debts which are not forwarded, but are returned to the referring client agencies or organizations after the initial screening. Update of the databases shall be done daily by the Contractor.

(4) **Production of Letters**: Production of a variety of letters and forms from the Facility's systems as outlined in the Case Processing Manual. Routine letters currently produced include a debtor demand letter, various acknowledgment forms and letters, cover letters forwarding claims to various offices, and transmittal letters explaining the return (or declination) of referrals lacking essential information. The Contractor shall create additional letters and forms for ad hoc or routine production as required by the government.

(5) **Forwarding Claims to Litigating Offices**: Forwarding all debts meeting screening requirements to the appropriate judicial district USAO or private counsel, accompanied by the applicable form(s) and or letter(s). All debts shall be forwarded in accordance with guidelines provided by the government, but always in accord with any statutory directives.

C.7.3.1.1 <u>Performance Standard</u>

(a) The Contractor shall follow all documented guidelines and operating procedures for quality control in all areas of the New Claims Processing Unit. The Contractor shall develop and implement additional quality control procedures as necessary to ensure that all work performed is in accordance with standards prescribed in this contract for the duration of the contract, and the Contractor shall stress to its staff the importance of quality control and quality assurance. The Contractor shall maintain quality control of all work performed, including effective debt screening, accuracy in forwarding claims and letters, and prompt response to inquiries, review of the condition and appearance of output, check output for accuracy and consistency, and ensure completion of all steps.

(b) The Contractor shall process all debts, from receipt in mail room through the screening, data entry and letter generation processes, and forward debts to the appropriate judicial district within five or fewer working days, for cases entered in the NCIF System, COLLECTOR System, or

in the new ADCM system, once it is implemented.

(c) Debts not accompanied by a CCLR or debts with a CCLR which lack essential information shall be returned within five working days to the referring client agency or organization which sent the debt to the Facility according to the Department-furnished guidelines.

(d) If the statute of limitations to sue on the debt will expire within ninety days, the debt shall be processed and forwarded to the appropriate judicial district within two working days or less.

C.7.3.2 Financial Processing

The Contractor shall be responsible for the operation of the Facility's Financial Operations Unit. The financial unit will exclusively process any and all financial transactions for the Facility. A manual, titled Financial Operations Procedures Manual (hereafter Financial Manual), provides step-by-step instruction on all financial processes, and is available at the Facility site. The Financial Manual shall be modified by the Contractor as required by the government. All work conducted by the Contractor is subject to audit by the government at any time.

C.7.3.2.1 Payment Processing

In general, the Contractor shall be responsible for the following:

(1) **Payments**: Processing all full or partial payments, e.g., cash, checks and other negotiable instruments, such as money orders, cashier checks, and electronic funds transfers, whether received directly or through electronic transmission of data from a lock box facility. The Contractor shall enter all pertinent payment information including amount, date, type of payment, payment instrument, etc., into the appropriate database.

(2) **Receipt of Payments**: Debtors are instructed to send all payments to the DOJ's designated lock box facility which is currently in Atlanta GA. Under current procedures, the Financial Unit receives a daily "express" package from the lock box facility, by overnight mail, which contains copies of checks and other instruments deposited to the DOJ account, along with copies of correspondence and deposit advice information. These copies are used by the Financial Unit for posting debtor accounts.

On occasion, payments may be received at the DOJ Facility. Procedures to be followed regarding the direct receipt of payments shall be in accordance with the Department of Treasury Financial Manual (TFM) and the internal control procedures as outlined in the Financial Manual.

(3) **Researching Payments**: For each payment instrument copy received, the Contractor shall search the database to determine the claim number to which the payment is to be posted. The Contractor shall review debtor address and bank

information found on the payment instrument and update the system as required. All payments that cannot be posted shall be entered in the appropriate log and researched further for identification and resolution according to procedures and time lines found in the Financial Manual.

(4) **Deposit of Payments**: All payments received directly by the Facility immediately shall be forwarded by the Contractor to the lock box. The Contractor shall strictly adhere to the procedures in the Financial Manual.

(5) **Security of Payments**: The Contractor shall obtain appropriate security and bonding to protect payments received under this contract. The Contractor shall place payments that cannot be deposited on the same day they are received in a fireproof safe provided by the government. The Financial Operations area shall be off limits to all personnel other than those involved in this function. All personnel involved in the handling of payments shall be bonded. There shall be no commingling of funds related to this contract with funds related to other contracts.

(6) **Returned Checks**: If a check is returned as non-negotiable for any reason, the Contractor shall strictly adhere to procedures found in the Financial Manual, which include immediate forwarding of the check to the responsible office and prompt adjustment of the account balance affected.

(7) **Overpayments**: If any payment or adjustment applied to a debt results in an overpayment, the Contractor shall take the appropriate steps according to the Financial Manual, to resolve the overpayment. This process involves contacting the office responsible for the claim to ensure the debt is legitimately overpaid and that the debtor does not have other claims to which the overpayment amount could be applied; verifying the address of the debtor to ensure that a refund check would be received; requesting through the DAOG the amount be refunded to the debtor; follow-up to ensure check was issued; and recording all actions taken in the system claim record as well as appropriate logs and files.

(8) **Bank Reconciliation**: On a daily basis, the Contractor shall reconcile the deposits from the lock box, with the payments recorded in the system. Any variations shall be handled according to guidelines found in the Financial Manual, and a daily reconciliation spreadsheet shall be created. Each Monday, the Contractor shall provide the prior week's reconciliation spreadsheets to the DAOG.

(9) **Unidentified Payments**: If a payment instrument has been deposited but cannot be posted to a specific debtor's account for any reason, the Contractor shall strictly adhere to the procedures found in the Financial Manual, which include entry of the check information into a log, prompt research to identify the proper account, and eventual notification to DAOG if the payment remains unidentified.

C.7.3.2.2 Financial Adjustments

Regardless of whether the debt has been forwarded to private counsel or a USAO, the Financial Unit shall be responsible for processing and posting all financial adjustments to the debts. The Contractor will receive requests for financial adjustments from each of the litigating offices handling debts. All financial adjustment requests shall be reviewed by the Contractor prior to their entry. Any questionable requests shall be forwarded to a DOJ representative within two working days of receipt, for review and approval prior to the entry of any data.

C.7.3.2.3 Transmission of Financial Data to DAOG

Each day, the Contractor shall execute a program that generates a transmission file containing financial transactions posted to the database. The program pulls information on each payment posted to the database, separating the portions of each payment with identification of the location to which it is to be disbursed. The Contractor shall transmit this file daily to the DAOG, strictly adhering to the procedures found in the Financial Manual.

C.7.3.2.4 Compensation of Private Counsel

(a) Private counsel invoices shall be paid within thirty days, in accordance with the Prompt Payment Act of 1982, providing there are no discrepancies. If there are discrepancies, only those amounts in question will be withheld pending resolution of the questioned amounts. If private counsel finds discrepancies between the amount of fee paid or reimbursement for disbursements made by the NCIF and the amounts due, private counsel shall inform the Contractor in writing and the Contractor shall reconcile the differences. Any differences that cannot be reconciled prior to the next billing cycle shall be referred by the Facility Contractor to the COTR for resolution.

(b) The Contractor shall generate a month-end list of contingency fees due to private counsel on payments received during the month. The Contractor shall be responsible for generating the list, as well as reviewing and verifying its accuracy, before submitting it to the COTR for signature and processing. The Contractor shall strictly adhere to the procedures found in the Financial Manual.

(c) The Department currently has contracts with 16 private counsel firms for litigation of foreclosure referrals which are not currently tracked on the Facility's COLLECTOR System. Under those contracts, the private counsel work foreclosure cases on a fixed-price basis, according to their individual contracts, and submit bills to DOJ as the foreclosure cases are completed. When implementation of the ADCM system begins, procedures will be developed to track the private counsel fixed price foreclosure rates to accommodate automatic generation of monthly invoices. . At that time, the Contractor shall be responsible for the monthly processing of all invoices for private counsel law firms handling foreclosure cases.

C.7.3.2.5 Disbursements

In concert with the COTR, the Contractor shall formulate, implement and document procedures which shall allow for Facility personnel to verify disbursements claimed by private

counsel in certain judicial districts.[8] Procedures shall require private counsel to submit receipts or other such documentation as required by the Treasury Financial Manual to substantiate claimed disbursements. The Contractor shall provide a monthly listing of the disbursements billed to the COTR and to each private counsel office. See Section C.6.2.6.5.

C.7.3.2.6 Internal Control Procedures

The Contractor shall maintain a system of internal accounting and administrative controls consistent with the Federal Managers' Financial Integrity Act of 1982 (FMFIA), and the Office of Management and Budget (OMB) Circular A-123 (Revised, 1983), *Internal Control Systems*, to safeguard the operation against loss of funds through waste, fraud, abuse, or mismanagement.

C.7.3.2.7 Preparation of Reports and Statistics

The Contractor will be required to generate and provide several routine monthly statistical reports as outlined in the Financial Manual, and shall develop additional reports as required by the COTR or as appropriate.

C.7.3.2.8 Financial Liaison Activities

The Contractor shall communicate and cooperate with the lock box facility account representatives to reconcile deposit information; DAOG to reconcile payment posting totals with deposit totals; USAO and private counsel offices to resolve account payment, adjustment, and contingency fee activity questions; and client agencies to resolve discrepancies. The Contractor shall promptly refer any unresolved issues to a DOJ representative at the Facility.

C.7.3.2.9 Performance Standard

(a) The Contractor shall follow all documented guidelines and operating procedures for quality control over all areas of the Financial Operations Unit. The Contractor shall develop and implement additional quality control procedures as necessary to ensure all work performed is in accordance with standards prescribed in this contract for the duration of the contract, and the Contractor shall stress to its staff the importance of quality control and quality assurance. The Contractor shall maintain quality control of all work performed, including effective safeguarding and security of records and documents, and prompt and accurate research and posting of payments; review the condition and appearance of output; check output for accuracy and consistency; and ensure completion of all steps.

(b) The Contractor shall ensure all payments are posted to the database not later than the next work day after they are received. The Contractor shall ensure all other financial transactions

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[8] The reimbursement of disbursements to private counsel is currently in effect for only one judicial district and billings are being handled by the office of DCM.

are posted to the database within two working days of receipt of the information which requires entry of the transaction. The Contractor shall generate and distribute all required forms, reports, lists, spreadsheets, and statistics as defined in the Financial Manual within the time frames specified.

C.7.3.3 Facility Computer Operations

(a) The Contractor shall be responsible for operating and maintaining the Facility's computer systems described in this section. The NCIF Information System Database Applications Manual (hereafter called the Computer Manual) provides instruction for operation and maintenance of Facility systems. All procedures and operations are subject to government audit at any time. The Contractor shall be reimbursed for all pre-approved expenses associated with supporting and maintaining the Facility s equipment.

(b) The Contractor is responsible for maintaining and controlling the security of all Facility computer systems. Each system has password protected access, by type of user. The Contractor shall ensure that all security guidelines are documented, approved by the COTR, and followed closely. The Contractor shall ensure: 1) no unauthorized person can gain access to any Facility computer system; 2) authorization for new user access is obtained from the COTR; 3) unauthorized attempts to gain access to any Facility system are promptly reported to the COTR.

(c) The Contractor shall follow all documented guidelines and operating procedures for quality control over all areas of the Computer Operations Unit. The Contractor shall develop and implement additional quality control procedures as necessary to ensure all work performed is in accordance with standards prescribed in this contract for the duration of the contract, and the Contractor shall stress to its staff the importance of quality control and quality assurance. The Contractor shall maintain quality control of all work performed, including accuracy and validation of system reports, efficiency of response to software problems, full logging and response to system down time, and equipment problem response time; review the condition and appearance of output; check output for accuracy and consistency; and ensure completion of all steps.

C.7.3.3.1 COLLECTOR System Support

(a) The COLLECTOR System runs on IBM System 36 hardware installed at the Facility and in the USAOs in the following seven judicial districts: Eastern District of Michigan, Eastern District of New York, Southern District of Florida, Southern District of Texas, Central District of California, Northern District of California and the District of Columbia. In each judicial district, from one to four private counsel offices access the System 36 via modems and dial-up lines.

(b) COLLECTOR runs on the IBM System 36 Operating System and was written in RPG III by a software firm formerly under contract to the government. Although COLLECTOR is licensed to the Department, there are no agreements in place for future software support or maintenance.

C.7.3.3.1.1 Operation and Maintenance

(a) The Contractor shall be responsible for operating and maintaining the COLLECTOR System equipment installed at the Facility and maintaining the COLLECTOR equipment located in the USAOs and private counsel offices until all seven judicial districts are fully converted to the ADCM System.

(b) The Contractor shall perform all nightly processing routines, including backup of the database; production of various statements, forms and letters; interest balance calculations on all claims; and the upload download of data to all participating offices. The Contractor shall follow all established guidelines for archiving backup tapes at the Department of Justice Data Center.

(c) The contractor shall be responsible for maintaining and supporting the COLLECTOR system while the ADCM system is being implemented. Once the seven COLLECTOR judicial districts have been converted successfully, COLLECTOR shall no longer be supported by the Contractor. The Contractor may be required to direct or assist in the packaging and shipping of all COLLECTOR related equipment from the USAOs and Private Counsel offices to the NCIF for government disposition. All directly related expense incurred by the Contractor in these efforts (including travel for purposes of equipment breakdown and packaging) will be separately billable under this contract.

C.7.3.3.1.2 Help Support

 The Contractor shall be responsible for supporting all users of the COLLECTOR System as specified in Section C.7.3.4.

C.7.3.3.1.3 Performance Standard

The Contractor shall take all steps necessary to ensure that problems in field offices are dealt with promptly and efficiently, and that no system users are without service for more than one (1) business day.

C.7.3.3.2 NCIF System Support

The NCIF system hardware software configuration is as follows:

(1)   **Application Server**: 200 MHZ Pentium Pro Dell Edge 2100 with:
        128 MB of Memory; two 4 GB SCSI-2 Hard Drives; 8X CD-Rom; and, 4 GB Tape backup.

(2)   **Printer Server**: 166 Pentium Novell 3.11 Server with: 64 MB of Memory; 2 GB SCSI Hard Drive; 8X CD-Rom; and, 2 GB Tape backup

(3)   **Operating System Software**: NT Operating System Version 4.0; ORACLE Database 7.3.3.0.0 including: SQL Plus Version 3.3.2.0.2; Forms 4.5 Version 7.0.1.0; Reports 2.5 Version 5.0.1.2; Graphics 2.5 Version 6.8.0C; and, Browser 2.0

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(4)   **Application Software**: The NCIF System is owned by the Department. It has been reengineered from a previous version of Oracle 6.0 to an enhanced and more user-friendly Oracle 7.3 interface. The NCIF System does not interface with any other systems and is used solely within the Facility.

C.7.3.3.2.1 Operation and Maintenance

(a) The Contractor shall perform all necessary maintenance as well as conduct routine backup and archiving of the database, monitor appropriate use of system password security, and analyze, program, test, and implement any system enhancements requested by the Department until full ADCM System implementation occurs. The Contractor shall follow all established guidelines for archiving of backup tapes at the Justice Data Center, which is located in suburban Rockville, MD.

(b) The contractor shall be responsible for maintaining and supporting the NCIF System while the ADCM is being implemented. Once ADCM is fully operational for all USAOs and all private counsel offices, the Contractor will cease support of the NCIF System.

C.7.3.3.2.2 Help Support

The Contractor shall be responsible for supporting all users of the NCIF System.

C.7.3.3.2.3 Performance Standard

The Contractor shall take all steps necessary to ensure problems with the ADCM System are dealt with promptly and efficiently, personnel are aware of procedures for reverting to mirror backups in case of a system crash, and that the system does not experience any continuous down time in excess of one (1) work day.

C.7.3.3.3 Facility Local Area Network

(a) The Facility's local area network (LAN) operates on Windows 95 using the same equipment as the NCIF system (see C.7.3.3.2(1)).

(b) The PC software used at the Facility is the Corel office software suite and includes word processing, spreadsheet, and presentation software.

C.7.3.3.3.1 Operation and Maintenance
The Contractor shall perform all necessary maintenance, as well as conduct routine backup, monitor appropriate use of system password security, and trouble-shoot problems.

C.7.3.3.3.2 Help Support

The Contractor shall be responsible for supporting all users of the Facility's network, whether hardware or software related.

C.7.3.3.3.3 Performance Standard

The Contractor shall take all steps necessary to ensure problems with the LAN are dealt with promptly and efficiently, personnel are aware of procedures for handling a LAN failure, and that the ADCM system does not experience continuous down time in excess of one (1) work day.

C.7.3.4 Help Desk Support

(a) Help Desk support will be available to all users between the hours of 9:00 a.m. and 9:00 p.m., Eastern time, excluding weekends and Federal Government holidays (see Section F.5 for list of holidays).

(b) The Contractor shall initially provide telephone support, through the existing 800 line, for all offices in each judicial district implemented on the COLLECTOR System. The Contractor shall be responsible for handling all questions relating to that system through the use of manuals and documentation available at the Facility. Further, as implementation of the ADCM system begins, the Contractor shall provide telephone support for all offices using COLLECTOR or the ADCM system. The Contractor staff responsible for help desk support shall be courteous and knowledgeable of the Facility's systems and their use by the Contractor as well as use by the litigating offices. The help desk staff shall provide support in the areas of system operation, communications, hardware, and software. Although help desk calls are diverse, in many instances the direction being sought is intermingled with DOJ policy and procedural issues. Some examples are as follows:

- How do I record the entry of a judgment when the judge has included special provisions?

- I have been asked by the Central District of California to provide assistance on a case ... how do I record the information?

- I have a foreclosure case where the property was sold, the information was recorded in the system, and the case closed (as the agency requested, even though the proceeds from the sale did not cover the balance due). Now the agency has requested that I go back and seek a deficiency judgment for the balance due. How do I handle?

(c) The Contractor shall respond to all telephone inquiries immediately, unless follow-up action is necessary. When follow up is necessary, the Contractor shall effectively communicate this

to the requesting office, and promptly return the call once follow up is complete and a response can be provided. The Contractor shall refer telephone inquiries to DOJ staff, when appropriate.

    (d) The Contractor shall track all help desk calls received at the Facility in order to:

    (1)   Provide help desk personnel a research tool for addressing problems previously resolved;

    (2)   Identify areas where quality control may be required;

    (3)   Identify problem areas where more focused training may be needed;

    (4)   Provide a method to ensure prompt follow up by help desk personnel; and

    (5)   Provide a method to track the numbers and types of calls received by the Facility staff and responsiveness of the staff to users.

C.7.3.5 Other Facility Support

C.7.3.5.1 Document Library

    The Contractor shall maintain a library of all administrative and system-related documents. The library shall be accessible to designated Facility or DOJ staff, and responsibility for control and maintenance of documents contained in the library shall be coordinated and monitored by the Contractor.

C.7.3.5.2 Record Keeping

    (a) The Contractor shall maintain complete, accurate and current records files of all transactions and documents processed under the contract.

    (b) The Contractor shall ensure documentation is current and provides an auditable record of all transactions consistent with current Federal financial management guidance.

    (c) The Contractor shall ensure the safe-keeping of all records, and prompt filing of all documentation in accordance with all Federal laws, regulations, policies and procedures governing the maintenance of records. Documentation maintained by the Contractor shall constitute government official records. Records shall be safeguarded against tampering or destruction and accessible to authorized government personnel or their agents at all times.

    (d) The Contractor shall be responsible for preparing the appropriate NCIF files and documents for archiving pursuant to Federal Record Schedule guidelines, which shall be provided by DOJ to the successful Contractor after contract award.

C.7.3.5.3 Report Production

(a) The Contractor shall be responsible for the generation, verification, and distribution of established Facility reports that are now produced on an as-required basis corresponding to routine events in the Facility.

(b) The Contractor shall be responsible for the generation, verification, and distribution of established Facility reports that are now produced weekly, monthly, quarterly, semi-annually, and annually. The Contractor shall add routine reports as requested by the government.

(c) The Contractor shall be responsible for generation and verification of any additional reports, forms, or documents requested by the DOJ NCIF staff or field office personnel. The Contractor shall complete and deliver any requested report, form or document, within the time frame directed by the COTR, which shall not be more than five calendar days. The Contractor shall develop a procedure for the requesting, forwarding, and monitoring of such report requests. Once implementation of the ADCM system is complete, the Contractor can expect the volume of additional *ad hoc* reports to increase significantly.

(d) The Contractor shall follow all documented guidelines and operating procedures for quality control over all reports produced at the Facility. The Contractor shall be responsible for the production of a variety of existing quality control reports. In addition, the Contractor shall develop and implement further quality control reports and procedures as necessary to ensure all work performed is in accordance with standards prescribed in this contract for the duration of this contract. The Contractor shall maintain quality control of all work performed, review the condition and appearance of all output, check output for accuracy and consistency, and ensure completion of all steps.

C.7.4 Staffing Requirements for Support Services

(a) The Contractor shall provide only personnel who are fully qualified and competent to perform their assigned work and who possess the minimum qualifications for each labor category as delineated below. Qualifications requirements are considered mandatory where they are described using the terms "required" or "must have" or "must be." Additional labor categories may be added during the contract period in accordance with the provisions of the Changes clause.

(b) In addition to the minimum qualifications, the qualifications of personnel assigned to each task performed under this contract shall include the specific expertise required for the performance of the task.

(c) Each employee of the Contractor providing support services under this contract must be United States citizens or have been permanent residents for at least four years and is subject to the security clearance requirements as set forth in Section H.

(d) Positions in this Section may require periods of travel, for certain tasks.

(e) For task orders covering work with time critical deadlines (e.g., claims and payment

processing), overtime work may be required. Use of overtime CLINs must be approved in writing in advance by the COTR.

(f) Note that these labor categories are <u>not</u> intended to cover all of the Contractor's management positions and categories. As described in Section C.5, the Contractor is expected to provide competent overall contract management; this management is not separately billable to the government.

(g) Also per Section C.5, the Contractor is also required to provide administrative and logistical services as part of its normal business operations and overhead; these administrative and logistical services are not separately billable. The labor categories below are not intended to cover these services either. The Contractor shall provide its own facilities, equipment, etc., for management, administrative, and logistical staff; these facilities, equipment, etc. are not separately billable to the Government.

C.7.4.1 Supplemental Training Tasks

C.7.4.1.1 Training Coordinator

Duties and Responsibilities: - Develops instructional curriculum and instructional materials to educate technical and nontechnical personnel. The curriculum may pertain to any aspect of data processing including modifications to existing systems introduced because of a specific software project. Gathers and assimilates information on subject matter, organizes and condenses material, and prepares course outline, handouts, and visual aid materials. Is responsible for coordinating training of instructors and preparing arranging preparation of all training materials (such as video recorded training sessions, computer-aided tutorials, etc.).

Qualifications: - Bachelor s Degree, with ten (10) years general including five (5) years specialized experience coordinating system training and ADP classroom instruction.

C.7.4.1.2 Training Specialist

Duties and Responsibilities: - Develops and conducts courses with prepared or developed instructional materials to educate technical and nontechnical personnel. Courses may pertain to any aspect of data processing including modifications to existing systems. Gathers and assimilates information on subject matter, organizes and condenses material, and prepares course outline, handouts, and visual aid materials. Coordinates with subject matter experts to ensure that prepared courses meet stated objectives. May be required to instruct or to prepare arrange for the preparation of automated training materials (such as video recorded training sessions, computer-aided tutorials, etc.).

Qualifications: - Bachelor s Degree, with six (6) years general including three (3) years specialized experience as an ADP class instructor.

C.7.4.1.3 Technical Writer
Duties and Responsibilities: - Coordinates documentation of all aspects of the ADCM system. Writes, edits and rewrites material of a technical nature. Prepares manuals, user guides, and other technical documentation for presentations. Possesses excellent writing skills. Must be knowledgeable of ADP operations and be able to verbally communicate effectively.

Qualifications: - Bachelor s Degree in a related field, with five (5) years of experience, including three (3) years of specialized experience with information systems and presentation software products.

C.7.4.1.4 User Trainer

Duties and Responsibilities: - Organizes, prepares, schedules and conducts user-level training sessions for specific databases or specific software. Audience may include attorneys, paralegals, debt collection personnel, client agency staff, and or other Contractor employees. Prepares training approach and materials; arranges for use of training facilities, for access to appropriate applications, etc.

Qualifications: - At least four (4) years of experience as teacher trainer in a data processing environment, preferably including two (2) years of experience in the debt collection litigation subject area. Requires hands-on familiarity with the proposed software system. Requires excellent oral communications skills. Bachelor s degree required; significant additional experience may be substituted for degree requirement.

C.7.4.2 System Enhancements and Related Tasks

C.7.4.2.1 Task Manager

Duties and Responsibilities: - Monitors each task, and keeps the Contract Manager abreast of all problems and accomplishments. Anticipates problems, and works to mitigate the anticipated problems. As a team or project leader, provides technical direction for the complete systems development effort. May serve as a technical authority for a design area. As a staff specialist or consultant, resolves unique systems problems using new technology. Can complete tasks within estimated time frames and budget constraints. Schedules work and assigns duties to subordinates. Interacts with government management personnel. Reports in writing and orally to contractor management and government representatives, including the Contracting Officer. Requires a significant familiarity with the proposed software system.

Qualifications: - Bachelor s Degree in Computer Science, Engineering, Mathematics, Business, Management, or equivalent. Ten (10) years of general experience including five (5) years of specialized experience of which two (2) years were direct supervisory experience.

C.7.4.2.2 Technical Specialist

Duties and Responsibilities: - Provides independent services and leadership in specialized technical areas. Applies this leadership to any phase of System Life Cycle Support as task requirements dictate. Provides expert advice and assistance in state-of-the-art software hardware solutions involving hardware of various capacities, multiple operating environments, database management systems specialized software, data communications facilities, and protocols including Value Added Networks, fourth generation technologies, and complex software tools or packages. Performs analyses and studies, enhances or implements system software solutions, performs test and acceptance phases. May be required to act as technical supervisor to other project personnel who must prepare or modify software to carry out the Technical Specialist's solutions. Coordinates with contractor management and Government personnel to ensure that problems have been properly defined and that solutions will satisfy the Government's requirement.

Qualifications: - Master s Degree in Computer Science, Engineering, Mathematics, or equivalent. Bachelor s Degree with significant additional experience may be substituted for the Master s degree. Must have at least ten (10) years of general experience including a minimum of five (5) years of specialized experience in the area of expertise (or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than five (5) years and more consistent with the age of the technology).

C.7.4.2.3 Systems Engineer

Duties and Responsibilities: - Develops and modifies complex systems and develops subsystems to enhance the overall operational system. Applies analytical techniques when gathering information from users, defining work problems, designing a system of computer programs, and developing procedures to resolve the problems. Analyzes methods of approach. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, and coordinates work with programmers.

Qualifications: - Bachelor s Degree in Computer Science, Engineering, Mathematics, or equivalent, with ten (10) years of general experience including five (5) years of specialized experience in the area of expertise.

C.7.4.2.4 Integration   Test Engineer

Duties and Responsibilities: - Advises technical personnel on the conceptualization, development, and implementation of a broad range of information systems issues, including hardware software integration. Plans strategies for improvement of information systems and services. Communicates current innovations and trends in information systems development to technical staff. May serve as the chief architect for complex information systems development. Designs and develops proposed solutions to business problems and client requirements. Performs high-level system analysis and directs technical strategy for accomplishing new objectives. Maintains knowledge of current systems and system development actions and analyzes for data redundancies and system program overlap. Prepares justification for selection of new technology.

Qualifications: - Bachelor s Degree in Computer Science, Engineering, Mathematics, or equivalent with ten (10) years of general systems engineering and development experience including five (5) years specialized experience in the area of expertise.

C.7.4.2.5 <u>Telecommunications Engineer</u>

Duties and Responsibilities: - Provides technical support for telecommunications [communications] activities including planning, designing, installing, and maintaining large telecommunications networks. Develops, operates, and maintains voice, video, and data communications systems. Applies telecommunications engineering principles and theory to propose design and configuration alternatives. Evaluates existing communications systems to identify deficiencies and network performance improvements. Consults with user personnel to ensure that problems have been properly identified and that the solution will meet the requirements. Routinely analyzes network performance, usage and traffic flows, accesses and interfaces, transmission techniques, and protocols. Performs network analyses and feasibility studies concerning communications and communication networks. Prepares studies and gives presentations on communications concepts. Provides technical guidance to other personnel concerning data communications requirements. Prepares or participates in preparing functional specifications for acquiring commercially available data communications networks.

Qualifications: - Bachelor s degree in a related field, Master s preferred, with ten (10) years general experience in data communications or computer systems including four (4) years specialized experience.

C.7.4.2.6 <u>Systems Analyst</u>

Duties and Responsibilities: - Analyzes software to determine current capabilities and system functions. Develops plans for ADP systems throughout the entire software development life-cycle. May serve as a lead analyst providing supervision and technical guidance to other project members for particular software-related tasks.

Qualifications: - Bachelor s Degree in Computer Science, Business Management, Engineering, Mathematics, or equivalent. Master s Degree preferred, ten (10) years of general systems engineering experience including a minimum of six (6) years experience in the specialized area of expertise.

C.7.4.2.7 <u>Computer Security Specialist</u>

Duties and Responsibilities: - Analyzes criteria for access controls, storage, reproduction, transmission, and destruction of data maintained by automated systems requiring protection. Performs computer security assessments and evaluations of sensitive but not classified systems. Plans and conducts formal on-site program evaluations of large complex information processing systems. Plans and conducts quantitative and qualitative security risk analyses, security evaluations and audits of information processing systems. Determines computer security

compliance and effectiveness of information processing systems.

Qualifications: - Bachelor s Degree in a related field and seven (7) years of general experience, including a minimum of five (5) years of specialized experience in the area of expertise.

C.7.4.2.8 Programmer Analyst

Duties and Responsibilities: - As an expert programmer analyst, consults with clients to learn and define their business requirements or problem areas and uses technical expertise to provide solutions to clients' needs. Prepares program specifications, helps with preparation of user documentation and with system implementation. Analyzes, designs, develops, implements and maintains client server applications over distributed networks and related protocols for various systems. Converts and or ports fully developed code over to other platforms using different processor architectures or operating systems. May guide programmer analysts at a lower level and other technical personnel on assigned work.

Qualifications: - Bachelor s Degree in Computer Science, Business Management, Engineering, Mathematics, or equivalent, with eight (8) years of general systems programmer analyst experience including four (4) years specialized experience in the area of expertise.

C.7.4.2.9 Expert Consultant

Duties and Responsibilities: - Expert Consultant provides expert, independent services and leadership in specialized technical areas. Provides expertise on an as-needed basis to all task assignments. Provides expert advice and assistance in state-of-the-art software hardware. Coordinates with contractor management and Government personnel to ensure the problem has been properly defined and that the solution will satisfy the Government's requirement.

Qualifications: - Master s Degree in Computer Science, Engineering, Mathematics, Business, Management or equivalent. Experience qualifications will be determined on a case-by-case basis. Generally this requires fifteen (15) years of general experience in information systems, including ten (10) years of specialized experience providing state-of-the-art solutions in information systems technology (or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than ten (10) years and more consistent with the age of the technology).

C.7.4.3 Facility Operations

C.7.4.3.1 Facility Manager

Duties and Responsibilities: - Provides administrative oversight, handles contractual matters and serves as a liaison between the Contracting Officer's Technical Representative (COTR), the Contracting Officer (CO), and corporate management. Consults with COTR and users to reduce costs and maximize efficiency in achieving the stated requirements. Plans, organizes, and controls the overall activities of day to day operations, i.e., project management, technical work, quality of work, schedule, and costs associated with various task orders issued under the contract. Ensures

that all activities conform to the terms and conditions of the contract and task-ordering procedures. Coordinates activities and seeks resolution of contractual and technical problems while working with the CO, the COTR and the Contract Manager.

Qualifications: - Bachelor s Degree in Computer Science, Engineering, Mathematics, Business, Management, or equivalent, with ten (10) years of general experience including six (6) years of specialized experience in supervision of task order contracts of similar size and ADP-type projects.

C.7.4.3.2 Quality Assurance Manager

Duties and Responsibilities: - Designs or assists in the design of system data quality assurance (QA) projects, maintaining proficiency in statistical methodology, including sampling techniques, procedures and forms. Ensures QA results are recorded accurately. Stays current with applicable technology, concepts, and procedures. Reports directly to the Facility Manager.

Qualifications: - Minimum of five years experience in data analysis and quality control. Five years experience in an analytical and or legal environment which demonstrates an ability to extract information, and analyze the contents. Formal training in statistical methods. Excellent verbal and writing skills. A bachelor s degree or an equivalent combination of experience and training that provides the required knowledge, skills and abilities.

C.7.4.3.3 System Administrator

Duties and Responsibilities: - Provides highly technical expertise and guidance in administering the ADCM system and implementation, operation and maintenance of the database. Determines security procedures and controls the use of databases. Controls access to the databases, assures safekeeping of databases (from accidental or intentional damage or loss), and monitors use of databases. Is an authority on the design of databases and use of database management systems. Responsible for all systems throughout the life of the contract (NCIF, COLLECTOR, and ADCM).

Qualifications: - Must have Bachelor s Degree, with six (6) years of general experience in systems analysis or programming including three (3) years of specialized experience in DBMSs.

C.7.4.3.4 Financial Analyst

Duties and Responsibilities: - Performs analyses of financial reports, cost data, operating and project reports, etc. Ensures all procedures and guidelines are followed, all required spreadsheets and reports are accurately and timely completed, and deposit activities are correctly conducted. Reviews and analyzes all reports and statistics to identify areas requiring further analysis. Supervises the financial staff of the Facility and reports directly to the Facility Manager.

Qualifications: - Must be a CPA, or have a Bachelor s Degree in finance or accounting and be eligible to take the CPA exam. Minimum of two years experience performing financial analysis and evaluation work. Thorough knowledge of generally accepted accounting principles and generally

accepted auditing standards. Extensive working knowledge of appropriate accounting, auditing, tax, and financial ADP systems and applications. Working knowledge of appropriate accounting and financial software. Experience as part of an auditing team helpful.

C.7.4.3.5 Accounting Technician

Duties and Responsibilities: - The accounting technician reviews and analyzes financial data, documents, and manuals or automated accounting systems. The accounting technician is responsible for: data entry of all financial transactions, including payments, adjustments, returned checks, overpayments, etc., on the automated financial system; the follow-up of unidentified or other problem payment instruments; the review and analysis of financial data, as required; and the preparation of routine and ad hoc reports. Works under the supervision of a Financial Analyst.

Qualifications: - Two-year degree in accounting or four-year degree in a related field (finance, business, banking, or economics) with 30 credit hours in accounting. Minimum of one (1) year experience performing technical-level duties in accounting, banking, or finance for corporations or non-profit organizations. Knowledge of manual and automated accounting systems used by banking, financial, and other institutions.

C.7.4.3.6 Case Processing Supervisor

Duties and Responsibilities: - Supervision of Case Screening Technicians, Data Entry Technicians and Help Desk Specialists. Responsible for organizing and expediting the handling of incoming and outgoing mail. Ensures the timely processing of all new claims, from receipt through the screening process, data entry, verification, editing, letter generation and disposition. Responsible for ensuring timely and accurate responses to inquiries are provided to system users. Also ensures that up-to-date and accurate records of inquiries are maintained and reported.

Qualifications: - At least two (2) years of college education and three (3) to five (5) years of supervisory experience. Two (2) years of additional supervisory experience may be substituted for each year of college education. Experience in workload organization and measurement. Experience in the review and analysis of documentation, preferably documents of a legal nature.

C.7.4.3.7 Case Screening Technician

Duties and Responsibilities: - The case screening technician is responsible for: screening of new referral packages and case initiation sheets for potential deficiencies, exceptions or special handling; preparing the referral packages for data entry staff by researching and noting special handling instructions; conducting quality control of the case screening process; and ensuring that all manuals and documentation are kept current with new procedures and screening guidelines. Exercises experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting or coding items to be entered from a variety of source documents. Works under the supervision of the Case Processing Supervisor.

Qualifications: - At least two years of college education and two years experience in the review and analysis of documentation, preferably of a legal nature. Two (2) years of additional experience may be substituted for each year of college education.

C.7.4.3.8 Data Entry Technician

Duties and Responsibilities: - The data entry technician is responsible for: entry of data on-line in prescribed formats to a variety of computer systems; review of error listings, making corrections during the data entry process; logging and control of source documents used for data entry; and the production of certain forms and letters. Works under the supervision of the Case Processing Supervisor.

Qualifications: - At least a high school diploma and one year on-the-job experience involving the input of data into automated systems.

C.7.4.3.9 Receptionist Clerk

Duties and Responsibilities: - The receptionist clerk is responsible for: receiving visitors into secured area; receiving and forwarding all incoming calls; maintaining various logs; inventorying ordering and receiving supplies; and providing general word processing and clerical support. Works under the supervision of the Facility Manager.

Qualifications: - At least a high school diploma and one year on-the-job experience working with a computer.

C.7.4.3.10 Help Desk Specialist

Duties and Responsibilities: - The help desk specialist is responsible for: the timely response to all field office personnel inquiries on the use of the COLLECTOR and ADCM systems; and the production, quality control and monitoring of all routine and *ad hoc* reports produced from all Facility systems. Works under the supervision of the Case Processing Supervisor.

Qualifications: - At least two years of college education and two years of experience in a training or field support environment, including at least one year on-the-job experience with computers or computer applications. Two (2) years of additional experience may be substituted for each year of college education.

C.7.4.3.11 Systems Analyst

Duties and Responsibilities: - Develops and modifies complex systems and develops subsystems to enhance the overall operational system. Exercises analytical techniques when gathering information from users, defining work problems, designing a system of computer programs, and developing procedures to resolve the problems. Develops complete specifications to enable

computer programmers to prepare required programs. Independently works on routine assignments. However, receives guidance from Senior Systems Analyst on complex assignments. Analyzes methods of approach. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers, and orients users to new systems.

Qualifications: - Bachelor s Degree in Computer Science, Engineering, Mathematics, or equivalent, with six (6) years of general experience including a minimum of three (3) years experience in the specialized area of expertise.

C.7.4.3.12 Network Administrator Hardware Specialist

Duties and Responsibilities: - Designs, installs, modifies and maintains Local Area Networks. Responsible for troubleshooting and making necessary adjustments in network operating system, software and hardware. Works with other staff to install, test, debug, modify, and maintain the NCIF LAN and related computer hardware.

Qualifications: - Bachelor s degree in a Computer Science or related field, with eight (8) years general experience including four (4) years specialized experience.

C.7.4.3.13 Computer Operator

Duties and Responsibilities: - Performs computer system operations functions on peripherals or console of the COLLECTOR system. Responsible for controlling computer hardware and other equipment such as microfilm and image processing. Monitors operation of all equipment, preparation and processing of data input output. Establishes schedules for production environment to maximize use of ADP equipment. Supervises site preparation and installation of equipment. Ensures rapid correction of malfunctions and errors. Maintains a daily incident log to analyze abnormal operating situations. [**Note:** Once all COLLECTOR sites are implemented on the ADCM system, this labor category will not be ordered.]

Qualifications: - High School diploma, with five (5) years general experience including two (2) years of supervisory computer operator experience.

C.7.4.3.14 Computer Night Operator

Duties and Responsibilities: - The computer night operator is responsible for: performing computer backup operations; executing and monitoring the upload download process to all COLLECTOR sites; initializing standard letters and statements; and generating daily reports. Works under the supervision of the Computer Operations Manager. [**Note:** Once all COLLECTOR sites are implemented on the ADCM system, this labor category will not be ordered.]

Qualifications: - At least two years of college education with the major field of study relating to

computer science and two years related experience; or at least six years of experience in that field. Experience with the computer hardware currently in use at the Facility.

C.8 Government Furnished Items

The Department will furnish, or make available to the Contractor the following items:

(1)   The NCIF equipment, furniture and materials identified in Section C.4(b)(14) NCIF Hardware Summary [only available on CD-ROM].

(2)   The 1-800" telephone lines for the NCIF help desk.

(3)   The items explicitly described in Section C.6 as being provided by, or the responsibility of the Department relating to the ADCM system.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2 Preservation, Packing and Marking

(a) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall include the contract number.

(b) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to insure acceptance by common carrier and safe arrival at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

E.1.1 ADCM System Implementation

(a) Inspection and acceptance of each phase of the system implementation will take place as described in Section C.6.8.

(b) Inspection of ADCM system implementation will be governed by FAR Clause 52.246-4. Negative inspection results will be furnished to the Contractor within the period(s) specified in Section C.6.8. Notification of acceptance will be provided in writing by the COTR.

E.1.2 ADCM System Maintenance

(a) The Department shall have 30 calendar days from the date that the Section C.6.3.3(14) System Availability and Section C.6.3.3(15) System Response Time reports are received by the COTR to inspect and accept all ADCM system maintenance services provided under this contract.

(b) Inspection of ADCM system maintenance services will be governed by FAR Clause 52.246-4. Negative inspection results will be furnished to the Contractor within this 30 calendar day period. Payment will constitute notification of acceptance.

E.1.3 Support Services

(a) Inspection of all support services performed under individual task orders will be performed by the COTR (or his her authorized designee) at the Government's site, or at the Contractor's site, in accordance with FAR clause 52.246-4 or 52-246-6 (as applicable). Inspection will consist of an examination of the deliverable(s) services for (I) compliance with the statement of work, training plan, and or other task order specific requirements, (ii) thoroughness with respect to content, and (iii) quality with respect to the standards set forth in Section C or the task order.

(b) The Department shall have 30 days to inspect and accept all final deliverables under the task order. Rejected work and or comments on all deliverables will be provided to the Contractor by the COTR as specified in Section C or the task order. The Contractor shall be responsible for all corrections or modifications to the deliverable necessary to meet the standards of acceptance identified in Section C or the task order at no additional cost to the Government.

(c) The Department will only be responsible for the cost of those corrections ordered above the performance standard specified in Section C or the task order.

(d) Payment will constitute notification of acceptance.

E.2 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

CLAUSE NO.	DATE	TITLE
52.246-4	AUG 1996	Inspection of Services--Fixed-Price
52.246-6	JAN 1986	Inspection--Time-and-Materials and Labor-Hour
52.246-16	APR 1984	Responsibility for Supplies

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The term of this contract shall extend for the period commencing on June 1, 1998 through September 30, 2000.

F.1.1 Option to Extend the Term of Contract

This contract may be extended, at the option of the Government, at the prices stated in Section B, for a period of one (1) year or fraction thereof by the Contracting Officer giving written notice of the Government's exercise of such option to the Contractor at any time during the term of this contract. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of the Government's intent to exercise such option at least thirty (30) days prior to the last day of the term of the contract. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option. If the Government exercises such option, the contract period shall commence running on the next day following the expiration of the contract term which was in effect prior to the Government's exercise of such option, and the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed 88 months after the effective date of the contract (see F.1.2 for circumstances allowing additional six (6) month extension).

F.1.2 Option to Extend Services

(a) This contract includes a continuing service requirement of significant importance to the Government. In recognition of the fact that the award of follow-on contracts can be delayed due to circumstances beyond the control of the contracting office, this clause will enable the Government to require continued performance of contract services as set forth in paragraph (b) below.

(b) The Department may require continued performance of any services within the limits and at the rates specified in this contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor (see Section B.4). This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

(c) The Contracting Officer may exercise this option by giving written notice to the Contractor at any time during the term of this contract.

F.1.3 Optional Line Items -- Table B-1

(a) **CLINs 01-1103 4 and 01-1203 4:** After the completion of Phase II (see Section C.6.8.2) the Department may require the delivery of any quantity, up to a maximum of 650 (additional) users,

of CLIN 01-1103 4 at the appropriate unit price stated in Table B-1. Whenever the Department orders additional users of CLIN 01-1103 4 it shall also order the same increment of CLIN 01-1203 4 ADCM System Maintenance.

(b) **CLINs 01-1301 and 01-1302:** After the completion of Phase II (see Section C.6.8.2), the Department may acquire title license (as applicable) to the system at the appropriate unit price(s) stated in Table B-1 (also see Section H.1).

(c) The Contracting Officer may exercise these options by giving written notice to the Contractor, provided this notice is given prior to the expiration date of the contract. Delivery of optional items shall be in accordance with Section F.2 (except for CLIN series 01-1300 optional items; see Section H.1).

F.2 Delivery Schedule

(a) This contract calls for the following deliverables under Section C:

(1)   ADCM System Implementation Phases I   II: See Sections C.6.8.1 and C.6.8.2.

(2)   ADCM System Implementation Phase III [Option]: If no data conversion is required, within 30 calendar days after receipt of written notification from the Contracting Officer. If data conversion is required, the completion date will be mutually agreed upon between the parties.

(3)   User Documentation Manuals: See Section C.6.7.2.

(4)   Core ADCM System Training: Within 30 calendar days after receipt of the task order, unless otherwise specified on the order.

(5)   Refresher ADCM System Training: Within 30 calendar days after receipt of the task order, unless otherwise specified on the order.

(6)   Reports: See Sections C.5.7, C.6.3, and G.3.1

(b) Additional support services deliverables will be specified on task orders to be issued under this contract.

F.3 Liquidated Damages

F.3.1   ADCM System Implementation

(a) For late implementation of the ADCM system (Phases I and II only), the Contractor shall pay to the Government liquidated damages for each calendar day's delay beginning with the implementation date specified in Sections C.6.8.1 and C.6.8.2 (as applicable), but not more than 180 days for the Phase I implementation and 180 days for the Phase II implementation as follows:

One-quarter percent (0.25) of the applicable CLIN series 01-1100 unit price for each calendar day the ADCM system is unavailable for use to all applicable users within that implementation Phase.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default clause in Section I.2 and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause but shall not exceed the maximum amount due under the stipulations of paragraph (a) above.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default clause in this contract (see Section I.2).

F.3.2   NCIF Facility

(a) Should the Contractor-provided NCIF facility ever be unavailable for Department use through the fault or negligence of the Contractor, the Contractor shall be liable for the full cost of leasing an alternative NCIF facility and for the cost of transferring all equipment, furnishings and materials in the new facility. The Department will deduct these amounts from subsequent invoices.

(b) Alternatively, should the NCIF facility be unavailable for more than five (5) business days in any calendar month, the Department may terminate this contract in whole or in part under the Termination clause in Section I.2, and, in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages in the amount of one thousand dollars (1,000.00) per day accruing until the time the Department may reasonably obtain delivery or performance of similar services.

(c) The Contractor shall not be charged with liquidated damages when the failure to provide the NCIF arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination clause of this contract (see Section I.2).

F.4 ADCM System Degradation Credits

F.4.1 System Availability

(a) If the ADCM system (including equipment, software, database files, and Contractor's connections to the FTS-2000 network and DOJ MAN) remains inoperative or inaccessible as a result of a malfunction or limitations in the Contractor's system, due to no fault or negligence of the Government or due to no fault external to the ADCM system, the Contractor shall grant a credit to the Department in accordance with the following table. The "Payment Factor" is applied against the total monthly charge for ADCM Maintenance (CLIN Series 01-1200).

Total Downtime Hours (Per Month Not Greater Than)	Payment Factor
1	100.0
2	80.0
3	70.0
4	60.0
5	50.0
6	40.0
7	30.0
8	20.0
9	10.0
10	0.0

   (b) Downtime will be measured on a monthly basis as follows:

   (1)   Where the ADCM system is unavailable to all ADCM users during the period stated in Section C.6.6.3, downtime hours (or fractions thereof) shall be as indicated in the system availability reports submitted under Section C.6.3.3(14)

   (2)   On a daily basis, where any individual authorized ADCM system user is denied access (e.g., blocked calls or busy signals) to the ADCM system when the system is operative (during the required "availability" time specified in Section C.6.6.3), one (1) downtime hour shall be accumulated for each user denied access.

Total downtime hours shall be the sum of paragraphs (1) and (2) above.

   (c) If a payment factor of 0   to 90   is applied, such payment shall not be construed to be a waiver of any rights the Department may have pursuant to the Default clause (see Section I.2).

F.4.2 Response Time

   (a) If the ADCM system does not meet the overall response time guaranteed in Section C.6.6.4, the Contractor shall grant a credit to the Government in accordance with the following table. The "Payment Factor" shall be applied against the total monthly charge for ADCM Maintenance (CLIN Series 01-1200) less any downtime credits assessed under Section F.4.1. ADCM system response time measurements shall be based on the Contractor's system response time reports as submitted under Section C.6.3.3(15).

Percentage Increase in Overall Response Time (Per month, Not Greater Than)	Payment Factor

Percentage Increase in Overall Response Time (Per month, Not Greater Than)	Payment Factor
105	100
110	95.0
115	92.5
120	90.0
125	87.5
130	85.0
140	80.0
150	75.0
160	70.0
175	65.0
190	60.0
Over 190	50.0

(b) If a payment factor of 50   to 95   is applied, such payment shall not be construed to be a waiver of any rights the Government may have pursuant to the Default clause (see Section I.2).

F.5 Observance of Legal Holidays Federal Non-Work Days

(a) The Contractor must establish a standard holiday schedule that exactly coincides with the Government's schedule for employees working on a Government site(s). Holidays observed are listed below. Holidays and other non-work days are not billable unless work is requested by the Government and performed on these days. The following is a list of Government holidays:

(1) New Year's Day;
(2) Martin Luther King's Birthday;
(3) President s Day;
(4) Memorial Day;
(5) Independence Day;
(6) Labor Day;
(7) Columbus Day;
(8) Veterans' Day;
(9) Thanksgiving Day;
(10) Christmas Day; and
(11) Inauguration Day (every fourth year) (Washington, D.C.)

(b) No work shall be performed by Contractor personnel on Government facilities on Federal holidays or other non-work days without prior written approval of the COTR. Work performed on holidays, weekends or other non-work days shall be billed at the "normal" unit prices unless overtime has been authorized by the COTR.

     (c) There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (e.g., bomb threats, inclement weather, power outages, death of a national figure, or funding lapses). Contractor staff shall not work if the Government is closed, unless otherwise authorized by a fully executed Task Order or the Contracting Officer. Non-work due to the Government closing its facility(ies) is not an expense directly reimbursable to the Contractor.

F.6 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	Stop-Work Order
52.242-17	APR 1984	Government Delay of Work
52.247-35	APR 1984	F.O.B. Destination, Within Consignee's Premises

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Responsibilities for Contract Administration

G.1.1 Contracting Officer

(a) The Contracting Officer has the overall responsibility for the administration of this contract. He she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his her authorized representative.

(b) This contract will be administered by:

Joyce McCoy
U.S. Department of Justice
Procurement Services Staff
Contract Administration Service
National Place North Building, Suite 1000
1331 Pennsylvania Ave., NW
Washington, DC 20530

Tel. (202) 307-1972

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.1.2 Contracting Officer's Technical Representative (COTR)

(a) Upon award, a Contracting Officer's Technical Representative (COTR) will be designated to coordinate the technical aspects of this contract and inspect items services furnished hereunder; however, he she shall not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR for this contract is:

Diane Watson
U.S. Department of Justice
Office of Debt Collection Management
Nationwide Central Intake Facility
1110 Bonifant Street, Suite 320
Silver Spring, MD 209190-3358

Tel. (301) 585-2391

(b) The alternate COTRs for this contract are Imogene McCleary and Patrick McAloon.

(d) The COTR will be responsible for the technical administration of this contract. The responsibilities of the COTR include, but are not limited to inspecting all deliverables. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section G.4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(d) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

G.2 Contract Representatives

G.2.1 Contract Administration

(a) The Contractor's representative to be contacted for all contract administration matters:
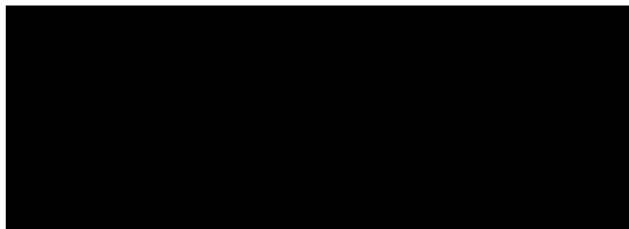
(b) The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the Contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

G.2.2 Contract Manager

(a) The Contract Manager is:
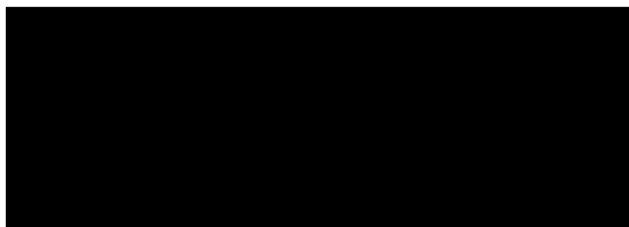
(b) The Contract Manager's responsibilities are described in Section C.5.5.2.

G.3 Reports

G.3.1 Tracking Progress Reports

The various tracking and reporting requirements are set forth in Section C.5.

G.3.2 Subcontracting Plan Reports

(a) The Contractor shall submit to the Contracting Officer, reports for subcontracting under this particular contract and a summary report on subcontracts covering all contracts between the Contractor and DOJ which contain subcontracting goals for awards to small business, small disadvantaged business, and women owned small business concerns.

(b) The Contractor shall prepare and submit its subcontracting reports on Standard Forms 294 and 295 (see Section J, Attachment 10) in accordance with the General Instructions on the reverse side of the forms.

G.4 Payment

G.4.1 General Invoice Requirements

(a) The Contractor shall render invoices upon successful completion (full or partial) of each requirement, but not more than monthly, in an original and three (3) copies to the COTR at the address identified in Section G.1.2. The Contractor shall <u>not</u> combine, on a single invoice, work performed on multiple task orders during a given period.

(b) To constitute a proper invoice, the following information and or attached documentation shall be included with the invoice (as applicable):

(1)   Name and address of the Contractor;
(2)   Invoice date;
(3)   Contract number;
(4)   Task order number;
(5)   Project number title;
(6)   Period covered by the invoice;
(7)   CLIN number and description, quantity, unit price and extended total for the period covered;
(8)   Credits;
(9)   Cumulative amounts billed by CLIN to date;
(10)   Shipping and payment terms;
(11)   Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment); and
(12)   Taxpayer Identification Number.

(c) The COTR will certify the invoice for payment and forward the invoice to the Finance

Office specified in paragraph (d) below for payment with a conformed copy to the Contracting Officer specified in Section G.1. Negative inspection results will be reported immediately to the Contracting Officer.

(d) The office that will make the payments due under this contract (i.e., the designated payment office) is:

> Department of Justice
> FDSS
> 600 E Street, NW., Room 4045
> Washington, DC 20530

(e) All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-5755.

G.4.2 Special Invoice Requirements for Support Services

(a) Payment for actual work and services rendered under all task orders will be made on a monthly basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (see Section I.2, Clause 52.232-7). In addition to the requirements contained in Section G.4.1, each invoice shall include (as applicable):

(1)   Actual direct labor hours expended by each individual (fractional parts of an hour shall be rounded to the nearest one-fourth (1 4) hour or lesser fraction in computing the amount payable) multiplied by the appropriate unit price (hourly rate) from the applicable Table B-2 CLIN; and

(2)   Itemization of all approved other direct cost (ODC) items by appropriate Table B-3 CLIN with supporting documentation (including subcontractor supplier invoices);

(3)   Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section B.3.3 with supporting documentation. Contractor requests for reimbursement must contain legible copies of individual receipts for all miscellaneous items of   20.00 value or higher. Each miscellaneous item of less than   20.00 value (e.g., meals) must be documented but may be included on a mass voucher rather than with individual item receipts.

(4)   The appropriate multiplier (administrative handling charge) from Table B-3.

(b) The COTR will certify the hours worked, ODC items (if any) and satisfactory completion of all work and services billed.

G.4.3 Interest on Overdue Payments

(a) The FAR clause entitled "Prompt Payment" (see Section I.2, Clause 52.232-25) is applicable to payment under this contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by paragraph (b) below.

(b) Subdivision (a)(6)(I) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees to inspect and determine the acceptability of supplies delivered or services rendered in accordance with Section E of this contract. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the products are rejected or services deficient, the provisions of this clause will apply to the date the Government receives corrected replacement products or the date the contractor corrects the deficiencies in services.

G.4.4 Taxpayer Identification Number

The Contractor must include his or her Social Security Number (for individuals) or Employer Identification Number (for other entities) on each invoice submitted for payment under this contract. This information is required, for example, in order for the Government to comply with the requirement to file Internal Revenue Service Information returns pursuant to the Internal Revenue Code. Invoices received that do not include the required information will be returned to the Contractor without payment. (Note: This information should be entered in the address block on the invoice).

G.4.5 Method of Payment

(a) Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer and the Contracting Officer's Technical Representative, as directed. The Contractor shall provide the following information:

> (1)   Name, address, phone number, and telegraphic abbreviation of the financial institution receiving payment.

> (2)   The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

> (3)   Payee's account number at the financial institution where funds are to be transferred.

(b) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(c) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(d) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.5 Pricing of Adjustments

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation in effect on the date of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Data and Property Rights

H.1.1 ADCM System

(1) **System Use:** All authorized ADCM users shall have the right to fully utilize the system at their specified level of access. System use shall include: executing all system functions, searching all database files, entering any data, retrieving and downloading any requested information and otherwise using the ADCM System as intended by Section C.6.

(2) **User Documentation:** The Department, and individual authorized users, shall have the right to copy user documentation furnished under Section C.6.7.2 for internal use.

(3) **System Database and Government Furnished Data and Materials:** The Department shall retain all rights and privileges, including those of patent and copy, to all system database contents and Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any system database information or other materials furnished or made available under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract.

(4) **Contractor Produced Data and Materials:** All property rights, including publication rights, in the information and materials first produced by the Contractor in connection with this contract shall vest in the Government. Information and materials shall include, but are not limited to: progress reports, computer software applications data bases, software documentation, plans, systems analyses, reports, extracts, test data and procedures.

(5) **At contract termination conclusion:** The Contractor shall furnish the entire ADCM system database file(s) to the Department in an electronic file format that will allow for conversion to a successor computer system. The specific file format and media will be identified at contract termination conclusion and the cost of this service will be separately billable under a task order. The Contractor shall also furnish, at no additional cost to the Department, a data dictionary for the then current product to facilitate data conversion.

H.1.2 Risk of Loss or Damage

   Note: This clause only applies to any ADCM equipment located at the JDC-W or JDC-D.

The Government is relieved of all risks of loss or damage to the Contractor s equipment located at the JDC-W and JDC-D during the term of this contract unless and until the Department exercises its option to acquire title to the ADCM system equipment under H.1.3

H.1.3 Equipment Title Acquisition

The Department may, at any time following acceptance of Phase II of the ADCM System Implementation, acquire title to all ADCM equipment located at the JDC-W by making a one (1) time lump-sum payment at the title acquisition price specified in Pricing Table B-1 provided that the Department furnishes the Contractor written notification of the Department s intent to acquire title to the equipment at least thirty (30) days prior to any such acquisition.

H.1.4 Software License Acquisition

At the conclusion or termination of this contract, the Department may acquire a perpetual use license for the software component of the ADCM system provided under this contract. The license will be acquired by making a one (1) time lump-sum payment at the license acquisition price specified in Pricing Table B-1 provided that the Department furnishes the Contractor written notification of the Government's intent to acquire the license at least thirty (30) days prior to any such acquisition.

H.2 Contractor Commitments, Warranties, and Representations

(a) Any written commitment by the Contractor within the scope of this contract shall be binding on the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including:

(1)   any warranty or representation made by the Contractor in a proposal as to hardware or software performance, communications system's performance (excluding government-provided FTS-2000 network and DOJ MAN), and other physical, design or functioning characteristics of a machine, software package, subsystem, or implementation date;

(2)   any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above made in any publications, drawings, or specifications accompanying or referred to in a proposal; and

(3)   any modifications of or affirmation or representation as to the above which is made by the Contractor's authorized negotiator in or during the course of formal negotiations with the Contracting Officer, whether or not incorporated into a formal

amendment to the proposal in question.

(b) Unless the Contractor expressly states otherwise in the Contractor's proposal, where functional requirements are expressly stated as part of the requirements of this contract, the Contractor, by responding, represents that the system or item proposed is capable of meeting those requirements. In the event of any inconsistency between the detailed specification and the functional specification contained in the contract, the latter will control.

(c) Except as expressly set forth in writing in this agreement, or except as provided elsewhere in this clause, and except for the implied warranty of merchantability, there are no warranties expressed or implied. In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2-715, in effect in the District of Columbia as of January 1, 1973; that is--consequential damages resulting from the seller's breach include:

(1)   Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and

(2)   Injury to person or property proximately resulting from any breach of warranty.

H.3 Ordering Support Services

H.3.1 General

(a) Support services to be furnished under this contract shall be ordered or confirmed by the placement of a task order by the Contracting Officer as set forth in this Section. Such orders may be issued anytime during the term of this contract (see Section F.1). Task orders may be issued orally, in writing or by electronic commerce methods. All oral orders must be confirmed in writing.

(b) Only the Justice Management Division, Procurement Services Staff, is authorized to place orders directly with the Contractor.

(c) The Contractor shall not proceed with any work under a proposed task order unless authorized by the Contracting Officer. All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall control.

(d) Any order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the order. In no event shall the completion date for any task order extend for a period of more than 120 days beyond the expiration date of the contract. In such instances, the contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(e) Funds for support services to be provided under this contract will be obligated by each

task order.

H.3.2 Task Order Content

(a) Each task order issued under this contract will include the following information as applicable:

(1)   Contract number and task order number;
(2)   Date of the order;
(3)   Case number and title description;
(4)   Description of the work to be performed;
(5)   The work schedule, period of performance or required completion date;
(6)   Place of delivery or performance;
(7)   The reporting requirements and deliverables;
(8)   CLIN number and description, quantity, unit price and extended total;
(9)   The ceiling price;
(10)   The security requirements; and
(11)   Accounting and appropriation data.

(b) For all task orders issued under this contract, the Government shall not be obligated to pay the Contractor any amount in excess of the total (ceiling) price identified in the task order, and the Contractor shall not be obligated to continue performance if to do so would exceed the applicable ceiling price, unless and until the Contracting Officer shall have notified the Contractor in writing that the applicable ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the task order (see Section I.2, clause 52.232-7 for notification responsibilities).

H.3.3 Task Order Limitations

The Contractor is not obligated to fulfill any individual task order of an amount less than 100.00. There is no maximum order limitation.

H.3.4 Task Order Contract Evaluation Reports

(a) The Department will prepare a formal evaluation report on and assign a performance rating to the Contractor's performance of the contract, task order or group of task orders. For the Section C.6 requirements and on-going, long term task orders, these reports may be done on an annual or more frequent basis. These reports will be made available to the Contractor in accordance with FAR Section 42.15.

(b) The reports will be considered in the Department s unilateral exercise of option year renewals (see Section F.1.1) and in issuing additional task orders. The Department will make available the evaluation reports to Federal agencies seeking past performance information on the Contractor as part of a Federal contract procurement.

H.4 Security Requirements

H.4.1 Personnel Clearances

All Contractor personnel visiting any DOJ site must be escorted by DOJ personnel. Any Contractor personnel required to remain on-site for extended or indefinite periods of time will be subject to the security clearance procedures set forth in this section.

H.4.1.1 Acceptability of Previous Investigations Clearances

Whenever a Contractor employee has been the subject of a prior background investigation which meets the standards prescribed in Section H.4.1.2, and was conducted by an investigative unit of another Federal Agency, clearance may be granted upon review of the prior investigation, provided that there has been no break in service longer than one (1) year and the required investigation was conducted no more than 36 months prior to the date of the contract, and an inquiry is made of the agency of prior employment which discloses no reason why clearance should not be granted. If the prior clearance does not meet such standards, a supplemental or additional investigation will not be conducted. Even though a previous investigation is accepted as meeting the standard, a current FBI name and fingerprint check must be completed. Acceptance of a previous background investigation does not mean automatic approval for access to sensitive Departmental Information or facilities. The Department Security Officer will be the final authority on the adequacy of previous investigations.

H.4.1.2 Background Investigations

(a) The Contractor shall assure that the person(s) to be utilized in the performance of this contract shall have submitted to the Government-performed security investigations required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat to the Government or successful contract completion due to past unlawful or inappropriate behavior. The Contractor shall assure that each prospective contract or subcontract employee furnishes all required data in the form and format determined by the Department Security Officer (DSO) or his her duly authorized representative. (See also Section C.4(b)(9), DOJ Order 2620.7.)

(b) At a minimum, all Contractor personnel to be utilized under this contract must have favorable National Agency Checks with Inquiries (NACI) and credit checks. The Department Security Officer reserves the right to expand the NACI to a Full-Field Background Investigation, if deemed appropriate. In addition, the Contractor personnel must have, for at least three of the five years immediately prior to applying for this position: (1) resided in the United States; (2) worked for the United States overseas in a Federal or military capacity; or (3) been a dependent of a Federal or military employee serving overseas. Within five (5) business days after the request by the Contracting Officer, the Contractor shall submit to the COTR the following forms (see Section J, Attachment 9 for instructions) for all individuals proposed to work under this contract:

(1)   SF-85P, Questionnaire for Public Trust Positions;
(2)   OBD-220, Contractor Employee Security Information Form;
(3)   INS I-9, Employee Eligibility Verification;
(4)   Form FD-258, Applicant Fingerprint Card;
(5)   Foreign Born or Foreign Citizen Relatives; and

(6)   Confidentiality Agreement for Contractor and Subcontractor Employee.

(c)   The Contractor is responsible for pre-screening all prospective employees for suitability for work on this contract and for assuring that all such persons have submitted to a Government-performed security investigation prior to assignment to this contract. The Contractor is also responsible for submitting the required security forms for all individuals proposed for hire during the life of the contract. All security forms shall be submitted at least thirty (30) days before the Contractor plans to assign the employee to work on the contract.

(d)   Security investigations are very costly to the Government. The Contractor shall make every reasonable effort to preclude incurring costs by the Government for security investigations for replacement of employees, and in so doing, shall assure that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least one year or the duration of the contract, whichever is less. The Contractor shall take all necessary steps to assure that Contractor or subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of its responsibility to assure that all personnel furnished are reliable and of reputable background and sound character.

(e)   Should a security investigation conducted by the Government render ineligible a Contractor-furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every reasonable effort to select reliable employees of reputable background and sound character. Should there be need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every reasonable effort to select trained and experienced employees.

(f)   Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph (d) above, the Contractor may be held monetarily responsible, as a minimum, for all reasonable and necessary costs incurred by the Government to (1) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or DOJ program disruption and (2) conduct security investigations in excess of those which would otherwise be required.

(g)   Nothing in this Section shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.

(h)   Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (e) above shall not be construed to establish a course of conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this Clause. The rights and remedies conferred upon the Government by this Clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by law.

(i)   Contractor or subcontractor personnel requiring regular access to DOJ buildings will be issued a DOJ building pass (access card). Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The

Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the COTR or his designee. The Contractor shall notify the COTR when employee passes are lost, and must immediately apply for reissuance of a replacement pass. It is the Contractor's responsibility to return passes to the COTR or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

(j) The Contractor agrees to insert, in all subcontracts hereunder, language which shall conform substantially to the language of this clause, including this paragraph.

H.4.2 Safeguarding ADCM System Data

(a) In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

(1)   All work shall be performed under the supervision of the Contractor or the Contractor s employees.

(2)   All Contractor personnel that may have the ability to access ADCM System data shall be subject to the personnel clearances requirements specified in Section H.4.1. The Department may remove access privileges for Contractor personnel for unauthorized, negligent, or willful actions. These may include, but are not limited to exploration of the ADCM System, introduction of malicious software, unauthorized modification or disclosure of the ADCM System or data, and failure to logoff. The Contractor shall ensure that all Contractor personnel sign the Confidentiality Agreement (see Attachment 9) prior to having access to the DOJ debt collection systems.

(3)   Any ADCM data made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited.

(4)   All ADCM data shall be accounted for upon receipt and properly stored before, during, and after processing.

(5)   The Contractor certifies that the ADCM data processed during the performance of this contract shall be completely purged from all data storage components of its computer facility(ies), and no output shall be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any ADCM data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6)   Any spoilage or any intermediate hard copy printout which may result during the processing of ADCM data shall be given to the COTR. When this is not possible, the Contractor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the COTR with a statement containing the date of destruction, description of material destroyed, and the method

used.

(7)   No work involving ADCM data furnished under this contract shall be subcontracted without the specific written approval of the Contracting Officer.

(8)   The Contractor shall maintain a list of employees authorized access to ADCM data. Such list will be provided to the COTR.

(9)   The DOJ will have the right to terminate this contract if the Contractor fails to provide the safeguards described above.

(b) Criminal Civil Sanctions

(1)   **Criminal:** Each officer or employee of the Contractor to whom income tax return or return information is or may be disclosed shall be notified in writing by the Contractor that ADCM income tax return data disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as   5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Contractor shall also notify each such officer and employee that any such unauthorized further disclosure of ADCM income tax return data may also result in an award of civil damages against the officer or employee in an amount not less than   1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code Section s 7213 and 7431 and set forth at 26 CFR 301.6103(n).

(2)   **Civil:** The Contractor shall inform its officers and employees of the penalties for improper disclosure (of any ADCM data) imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor who, by virtue of his her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, wilfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than   5,000.

(c) Contractor controlled facilities include: the NCIF, the facility housing the ADCM system (unless located at the JDC-W), any facility(ies) that may be used to monitor any technical problems, store ADCM data, process ADCM data, or where ADCM data may be analyzed. Contractor controlled facilities shall comply with the following:

(1)   Access to the Facility shall be limited to Contractor personnel or those escorted by Contractor personnel or authorized Government personnel.

(2)   All computer systems devices used to perform analysis, store or process ADCM data shall have C2 security functionality. The term C2 functionality, as used in this contract, is as described in Sections C.6.5.8 and C.6.5.9.5.

(d) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. These inspections may take place at any time during the term of this contract and may include a live demonstration of the Contractor s computer systems capabilities. The Contractor will be given advance written notice of the Department s intent to perform an inspection. The Contractor shall immediately correct any specific measures where the Contractor is found to be noncompliant with contract safeguards.

(e) Transmissions of ADCM data between the JDC-W and any Contractor controlled facility(ies) and or between any Contractor Controlled facilities, are subject to the data encryption standard (DES) requirements of the C2 Security guidance. Any remote non-government access to ADCM data shall be subject to the DES C2 security level.

(f) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(g) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

H.5 Confidentiality

The ADCM system and or Contractor personnel shall not divulge or release any reports or any other information utilized under this contract except as required by the contract, or as directed by the Contracting Officer or COTR.

H.6 Standards of Conduct

In performing this contract, Contractor personnel may be required to interact with high level government and non-government officials. The Contractor shall ensure that all its personnel assigned to this contract conduct their work in a professional and responsible manner.

H.7 Contractor Responsibility for Assigned Space and Equipment

(a) The Contractor shall be responsible for maintaining all assigned work space(s) in a clean and orderly fashion during the period of this contract. Furniture as may be assigned to the space(s) shall remain in place and not be removed from these areas.

(b) The Contractor shall be solely responsible for exercising control over any supplies, materials and equipment belonging to either its employees or the company which may be utilized

on the Government's site.

H.8 Indemnification

(a) **Responsibility for Government-owned or -leased Property and Equipment**: During contract performance, the Contractor shall be responsible for all negligent acts or omissions of its employees or agents or the employees or agents of its subcontractor(s). In this regard, the contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for any damage to or loss of Government-owned or -leased property caused by such negligent acts or omissions.

(b) **Responsibility for Contractor or Third Party-owned or -leased Property and Equipment:** The contractor shall indemnify the Government against any and all liability claims for loss or damage to any Contractor owned or leased property occurring as a result of negligence or omissions by employees or agents of the contractor or its subcontractor(s) in connection with the performance of work under the terms of this contract.

(c) **Responsibility for Property and Equipment Damaged or Lost through no fault of the Contractor or the Government**: Property damage or loss that occurs through no fault of either the Contractor, their subcontractors or agents or the Government shall be the responsibility of the party holding title to or having leased the property.

(d) **Contractor Actions:** The Contractor shall indemnify and hold the Government, its agents and employees, harmless against any financial loss or liability, including costs and expenses, arising from any negligent or wrongful act, or omission, or malpractice, on the part of the Contractor, or any of its agents or employees, during the Contractor s performance under this contract. The Contractor also agrees that if the Government suffers any financial loss or liability because of any negligent or wrongful act, or omission, or malpractice, by the Contractor, or any of its agents or employees, the Department may offset any such sums against any money in the Department s possession, which would otherwise be due and payable to the Contractor.

H.9 Publicity

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H.10 Freedom of Information Act (FOIA) Requests

Notwithstanding any other provision in this contract or any statement or restriction in the Contractor's proposal, by entering into this contract, the Contractor acknowledges that the Department will release Section B of this contract in its entirety in response to Freedom of Information Act (FOIA) requests without giving the Contractor advance notice of the release. With respect to a FOIA request for any part of the Contractor's technical proposal that is either set forth or incorporated by reference in this contract, before responding to the FOIA request the Department will afford the Contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.

H.11 Subcontracts

       The addition of a subcontractor(s) which was not included in the original (at contract award) project team to perform work under this contract is subject to the prior written consent of the Contracting Officer.

H.12 Government Contractor Relationships

       (a) The Government and the Contractor understand and agree the support services to be delivered under this contract by the Contractor are nonpersonal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and or between the Government and the Contractor's employees.

       (b) Contractor personnel under this contract shall not: (1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee; (2) Be placed in a staff or policy making position; or (3) Be placed in a position of supervision, direction, or evaluation over DOJ personnel, or personnel of other contractors, or become a part of a Government organization.

       (c) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government. Rules, regulations, directions, and requirements which are issued by DOJ Management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree or Government control which is inconsistent with a nonpersonal services contract. The Contractor will not be paid for performance of personal services. Therefore, the Contractor shall immediately advise the Contracting Officer in the event the contractor or its employee are directed by any Government employee to perform personal services.

H.13 Insurance

       In accordance with clause 52.228-5 "Insurance - Work on a Government Installation" (see Section I.2) and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below:

    (1)   Workman's Compensation and Employers' Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of   100,000 shall be required and maintained.

    (2)   General Liability Insurance - Bodily injury liability in the minimum amount of   500,000 per occurrence.

    (3)   Automobile Liability Insurance in the amount of   200,000 per person and   500,000 per occurrence for bodily injury, and   20,000 per occurrence for property damage.

(4)   Fidelity bond coverage in the minimum amount of   1,000,000.

H.14 Engineering Changes

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the ADCM System specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements (to include additional users beyond that identified in Section C.6.6.1). However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than twenty-five percent (25   ). If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

(1)   A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2)   Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3)   An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4)   An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and

(5)   A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Department shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice shall be given by issuance of a modification to this contract. Unless and until a modification is executed to

incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and or proprietary and which the Contractor prefers not be disclosed to the public. The identification of information as confidential and or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

PART II

SECTION I - CONTRACT CLAUSES

I.1 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION**

Employee Class	Grade	Monetary Wage
Technical Writer	GS-10	16.72
User Trainer	GS-11	18.37
Accounting Technician	GS-8	13.74
Case Processing Supervisor	GS-9	15.18
Case Screening Technician	GS-7	12.41
Data Entry Technician	GS-5	10.02
Receptionist Clerk	GS-5	10.02
Help Desk Specialist	GS-5	10.02
Computer Operator	GS-6	11.17
Computer Night Operator	GS-8	13.74

Fringe benefits are calculated at 28   of monetary wages.

I.2 Clauses Incorporated by Reference (FAR 52.252-2 (JUN 1988))

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following Internet address: www.arnet.gov far

CLAUSE NO.	DATE	TITLE
52.202-1	OCT 1995	Definitions
52.203-3	APR 1984	Gratuities
52.203-5	APR 1984	Covenant Against Contingent Fees

CLAUSE NO.	DATE	TITLE
52.203-6	JUL 1995	Restrictions on Subcontractor Sales to the Government
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-8	JAN 1997	Cancellation, Recision, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	JUN 1997	Limitations on Payments to Influence Certain Federal Transactions
52.204-4	JUN 1996	Printing Copying Double-Sided on Recycled Paper
52.209-6	JUL 1995	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-2	AUG 1996	Audit and Records--Negotiations
52.215-8	OCT 1997	Order of Precedence--Uniform Contract Format
52.215-11	OCT 1997	Price Reduction for Defective Cost or Pricing Data--Modifications
52.215-14	OCT 1997	Integrity of Unit Prices
52.215-21	OCT 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications
52.216-18	OCT 1995	Ordering [See Section H.3 for inserts]
52.216-22	OCT 1995	Indefinite Quantity [See Section H.3 for insert]
52.219-8	JUN 1997	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.219-9	AUG 1996	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
52.219-16	OCT 1995	Liquidated Damages--Subcontracting Plan
52.222-3	AUG 1996	Convict Labor
52.222-4	JUL 1995	Contract Work Hours and Safety Standards Act--Overtime Compensation
52.222-26	APR 1984	Equal Opportunity
52.222-28	APR 1984	Equal Opportunity Preaward Clearance of Subcontracts
52.222-35	APR 1998	Affirmative Action for Special Disabled and Veterans of the Vietnam Era
52.222-36	APR 1984	Affirmative Action for Handicapped Workers
52.222-37	APR 1998	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
52.222-41	MAY 1989	Service Contract Act of 1965, As Amended
52.222-43	MAY 1989	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)
52.223-2	APR 1984	Clean Air and Water
52.223-5	APR 1998	Pollution Prevention and Right-to-Know Information

CLAUSE NO.	DATE	TITLE
52.223-6	JAN 1997	Drug-Free Workplace
52.223-10	OCT 1997	Waste Reduction Program
52.223-14	OCT 1996	Toxic Chemical Release Reporting
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-9	JAN 1996	Buy American Act--Trade Agreements--Balance of Payments Program
52.225-11	OCT 1996	Restrictions on Certain Foreign Purchases
52.227-1	JUL 1995	Authorization and Consent
52.227-2	AUG 1996	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	APR 1984	Patent Indemnity
52.227-14	JUN 1987	Rights in Data General [See Section H.1]
52.227-17	JUN 1987	Rights in Data--Special Works [See Section H.1]
52.227-19	JUN 1987	Commercial Computer Software--Restricted Rights [See Section H.1]
52.228-5	JAN 1997	Insurance--Work on a Government Installation
52.229-3	JAN 1991	Federal, State and Local Taxes
52.229-5	APR 1984	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico
52.232-1	APR 1984	Payments
52.232-7	FEB 1997	Payments under Time-and-Material and Labor-Hour Contracts
52.232-8	MAY 1997	Discounts for Prompt Payment
52.232-11	APR 1984	Extras
52.232-17	JUN 1996	Interest
52.232-23	JAN 1986	Assignment of Claims
52.232-25	JUN 1997	Prompt Payment
52.232-33	AUG 1996	Mandatory Information for Electronic Funds Transfer Payment
52.233-1	OCT 1995	Disputes
52.233-3	AUG 1996	Protest After Award
52.237-2	APR 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	JAN 1991	Continuity of Services
52.242-13	JUL 1995	Bankruptcy
52.243-1	AUG 1987	Changes--Fixed-Price
52.243-3	AUG 1987	Changes--Time-and-Materials or Labor-Hours

CLAUSE NO.	DATE	TITLE
52.244-1	OCT 1997	Subcontracts (Fixed-Price Contracts)
52.244-3	OCT 1997	Subcontracts (Time-and-Materials and Labor-Hour Contracts)
52.244-6	APR 1998	Subcontracts for Commercial Items and Commercial Components
52.245-5	JAN 1986	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)
52.246-25	FEB 1997	Limitation of Liability--Services
52.248-1	MAR 1989	Value Engineering
52.249-2	SEP 1996	Termination for Convenience of the Government (Fixed-Price)
52.249-6	SEP 1996	Termination (Cost Reimbursement), Alternate IV (APR 1984)
52.249-8	APR 1984	Default (Fixed-Price Supply and Service)
52.249-14	APR 1984	Excusable Delays
52.251-1	APR 1984	Government Supply Sources

Clauses apply to task orders for support services requirements CLINs on a time-and-materials or labor-hour basis.

PART III - ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. **Pricing Tables Cost Model**

2. **Department of Labor, Service Contract Act Wage Determination**

3. **United States Attorneys Offices   Legacy Systems Table**

4. **Client (Referring) Agencies**

5. **Federal Debt Collection Process**

6. **Mortgage Foreclosure Process**

7. **NCIF Computer Room**

8. **Justice Data Center**

9. **Security Standards, Instructions, and Forms**

10. **Subcontracting Plan**

Attachment 1

Pricing Tables

Attachment 2

DOL Service Contract Act Wage Determination

Attachment 3

U.S. Attorneys Offices and Legacy Systems Table

Attachment 4

Client (Referring) Agencies

Attachment 5

Federal Debt Collection Process

Attachment 6

Mortgage Foreclosure Process

Attachment 7

NCIF Computer Room

Attachment 8

Justice Data Center

Attachment 9

Security Standards, Instructions and Forms

Attachment 10

Subcontracting Plan